

EXHIBIT 4

CR 2A Agreement

Pursuant to Washington Civil Rule 2A, the parties signing hereto comprising on the one hand Steven Trubow and MMAS Research, LLC (collectively, the “Trubow Party”) and on the other hand Donald Morisky, Susan Morisky, Philip Morisky, Marty Morisky and Morisky Medication Adherence Research, LLC (“MMAR”) (collectively, the “Morisky Party”) (with the Trubow Party and the Morisky Party collectively identified as the “Parties” and individually as a “Party”) have reached a preliminary settlement (“Agreement”) and desire to consent and agree to the following terms and conditions, which shall be binding and enforceable in any court:

I. Background

A. On July 29, 2019, MMAS Research, LLC and Steven Trubow filed a lawsuit in King County Superior Court against Defendants Donald Morisky, Susan Morisky, Philip Morisky, Marty Morisky and Morisky Medication Adherence Research, LLC. Defendant Donald Morisky asserted certain counterclaims against MMAS Research, LLC and Steven Trubow.

B. On May 28, 2020, Donald Morisky filed a lawsuit against MMAS Research, LLC and Steven Trubow in Nevada federal district court asserting claims for copyright and trademark infringement.

C. On June 19, 2020, MMAR filed a motion for attorney’s fees and costs in the Washington lawsuit. Susan Morisky may also file, in the future, a motion for attorney’s fees and costs in the Washington lawsuit, but has agreed to postpone doing so pending finalizing a settlement agreement.

D. On or about July 2, 2020, the Parties reached a preliminary settlement agreement, the terms of which the Parties and their counsel agreed to formalize in a final, long-form written settlement agreement (the “Final Agreement” as defined herein).

E. In the interim, the Parties desire to consent and stipulate to the following material terms and conditions that are to be fully set forth in the Final Agreement, but which shall be binding pursuant to CR 2A as follows;

Now, therefore, in consideration of the mutual promises and terms set forth below, the Parties agree as follows:

II. Settlement Terms and Conditions

1. MMAS Research, LLC will forego any claims it has to and will acknowledge that Donald Morisky is the sole and exclusive owner of the federal copyrights in and to the MMAS-4 and the MMAS-8, together with any related trademarks, copyrights, derivatives to the same or other intellectual property rights associated with the Morisky Medication Adherence scales or protocols, including without limitation, the items set forth in **Exhibit 1** to this Agreement, (the “Morisky IP”). MMAS Research, LLC will assign the Morisky Widget and any related copyrights, trademarks and related intellectual property rights (the “MMAS IP”) to Donald Morisky (or his assignees, collectively “Donald Morisky”), except for any and all copyrights, trademarks and related intellectual property for the Global Medication Reconciliation Form (“GMRF”). A written copy of the GMRF is attached hereto as **Exhibit 2**. All copyrights, trademarks and related intellectual property for the GMRF (“GMRF IP”) shall continue to be owned and controlled by Steven Trubow and/or MMAS Research, LLC; provided, however, that if MMAS Research, LLC is the holder of such GMRF IP, it may only do so under a different corporate name or DBA to

which it has up to 60 days from the execution of this Agreement to transition and that complies with Paragraph 8 of this Agreement (prohibiting, among other things, the use of the terms MORISKY or MMAS except in connection with actions related to “Claim Settlements” (as defined herein) in which MMAS Research, LLC is a party). Steven Trubow represents that the GMRF does not contain any content that would infringe or qualify as a copyright derivative of any of the Morisky IP or the MMAS IP, and the Morisky Party is relying on that representation to enter into this Agreement.

2. MMAS Research, LLC and/or Steven Trubow will receive fifty-five percent (55%) and Donald Morisky will receive forty-five percent (45%) (respectively, each Party’s “Proceeds Percentage”) of the “Net Proceeds” (as defined herein) generated from any “Claim Settlements” (as defined herein). All proceeds of any Claim Settlement payment received from a third-party (“Gross Proceeds”) shall be deposited into an attorney client trust account for the benefit of the Parties. The net of such proceeds remaining after the payment of the attorney fees and recoverable costs incurred by the attorney(s) prosecuting any Claim Settlement (“Net Proceeds”), shall be disbursed from the attorney client trust account to the Parties in accordance with their respective Proceed Percentage along with a financial accounting of the same within thirty (30) days of the attorney’s receipt of such Gross Proceeds. The expenses of each Party incurred in connection with a Claim Settlement shall be exclusively born by that Party and shall not be deducted from the attorney client trust account, the Gross Proceeds, or the Net Proceeds prior to disbursement to the Parties.

3. As used herein, the term “Claim Settlements” refers to any settlement agreement entered into by MMAS Research and/or Donald Morisky on the one hand and a third-party on the other hand alleged to have infringed the Morisky IP (as defined herein) and/or the MMAS IP, breached a contract or to be liable for any other claim related to or arising from use of the Morisky

IP, MMAS IP, or a license agreement for use of the Morisky IP and/or the MMAS IP after January 1, 2017, until the date on which this Agreement is signed by the Parties. The Claim Settlements at issue herein include any Claim Settlement agreements previously signed by Donald Morisky, now pending or existing investigations to be negotiated, finalized or executed in a final Claim Settlement at any time in the future, which concern refer or relate to the Morisky IP or the MMAS IP. The Claim Settlement *may include a retroactive license for the Morisky Widget and may include corrective measures to be performed by the licensee with the assistance of Steve Trubow, and training and certification to be done by Donald Morisky or Steve Trubow, at the option of Donald Morisky. Fees for training and certification shall be paid to the party training and certifying by the party receiving the training and certification. The “Claim Settlements” are limited to those set forth and listed in **Exhibit 3**, attached to this Agreement, as of the date on which this Agreement is signed by the Parties.

4. Donald Morisky authorizes MMAS Research, LLC through its attorney(s) to prosecute the Claim Settlements listed in Exhibit 3 from which a Claim Settlement may be sought related to the MMAS-4, MMAS-8, the Morisky Widget and any related intellectual property, and further agrees to cooperate in any existing investigations, claims and ensuing litigation of any such claims, whether now pending or to be litigated in the future, including the formal assignment of such claims, if necessary to MMAS Research, LLC. With the exception of any filed, active, lawsuit then proceeding, all prosecution of Claim Settlements by MMAS Research, LLC through its attorney(s) must conclude within two (2) years of the expiration of the Transition Period as described in Paragraph 7 of this Agreement. Any legal actions, including claims for infringement, may be filed in the name of Donald Morisky if required by law, as the owner(s) of the Morisky IP.

5. Within thirty (30) days of the execution of this Agreement, MMAS Research, LLC and/or Steven Trubow or their counsel prosecuting any Claim Settlement shall disclose or make

available to Donald Morisky or his counsel, all information regarding any Claim Settlement set forth in Exhibit 3, including, without limitation, the nature of the infringement, the type of settlement sought (e.g. retroactive license, new license, etc.), the number of tests or assessments at issue, the estimated settlement payment, etc. MMAS Research, LLC and/or Steven Trubow or counsel prosecuting the Claim Settlements shall in good faith entertain and address through counsel prosecuting the Claim Settlements any questions or concerns Donald Morisky may have regarding any Claim Settlements set forth in Exhibit 3 and shall dismiss or abandon any Claim Settlement shown to be without legal merit (e.g. a non-infringing use of an adherence scale in the public domain); provided, however, that the final decision as to whether the claim has legal merit shall be determined by the attorney or attorneys prosecuting the Claim Settlement at issue. Donald Morisky (and/or his heirs, assigns, or successors in interest) further agrees to execute, sign, and cooperate in the finalization of any and all Claim Settlement agreements as directed by MMAS Research, LLC, Steven Trubow or the attorneys prosecuting the Claim Settlements; provided, however, that such Claims Settlement agreements will not impose future obligations on Donald Morisky or his assignees without Donald Morisky's consent, which consent shall not be unreasonably withheld. MMAS Research, LLC and/or Steven Trubow shall indemnify Donald Morisky against any order, judgment, or award entered in, or any claim arising from, any Claim Settlement and against any costs or attorney's fees exceeding the sum recovered in any Claim Settlement.

6. MMAS Research, LLC and/or Steven Trubow will assign the domain name for the "morisky.org" website to Donald Morisky or his assigns upon or prior to the completion of the "Transition Period" set forth herein.

7. MMAS Research, LLC and Steven Trubow will provide access to and transfer the Morisky Widget software and database to Donald Morisky or his assignees. The Trubow Party

shall train the Morisky Party in the use of the Morisky Widget (including, without limitation, any code book or other instructional material, if any, identifying database variables and how they are scored) so that they may operate and maintain it as currently constituted and service licensees as presently done by the Trubow Party. Each Party will agree to cooperate in good faith and keep the existing morisky.org website available and running for a transition period to commence upon the execution of this Agreement and to conclude within 60 days of the date the Final Settlement Agreement becomes binding on the Parties in accordance with Paragraph 17 of this Agreement (the “Transition Period”). Therefore, it is agreed between the Parties that the Transition Period shall be for 120 days following execution of this Agreement unless otherwise modified by the written agreement of the Parties. Upon the completion of: (i) the transfer of the Morisky Widget software, database and all related information and content to Donald Morisky or his assignees sufficient to take over the management and operation of the same, and (ii) the termination of the Transition Period, MMAR shall indemnify MMAS Research, LLC and Steven Trubow from any claims by licensees arising from issues related to the access to or utilization of the Morisky Widget. The Morisky Party and MMAR agrees to provide full access to the Morisky Widget and support as needed to all licensees as long as their licenses to the Morisky Widget are in effect, including adhering to all European Union Privacy regulations (including but not limited to GDPR) and HIPPA).

8. With the exception of facilitating any existing investigation, litigation, negotiation, finalization or execution of any Claim Settlements, MMAS Research, LLC and/or Steven Trubow each agree, represent and warrant each will no longer use the Morisky IP, the MMAS IP, or the MORISKY name for business purposes, including as part of the name of the company, or transact any business utilizing in whole or in conjunction with other terms, the following terms: “Morisky, Morisky Widget, MMAS, MMAS-8, or MMAS-4”.

9. Neither Steven Trubow nor MMAS Research, LLC shall make any assignment of any Claim Settlement to any other person without the express written permission of Donald Morisky or his assigns.

10. MMAS Research, LLC and/or Steven Trubow agree to assign to Donald Morisky and to provide a copy to Donald Morisky of the license agreements for all licenses for the Morisky Widget with third parties, including retroactive license agreements, agreements previously executed by MMAS Research, LLC and/or Donald Morisky (the “License Agreements”) that are assignable on their terms. With regard to any License Agreements that are not assignable, the Trubow Party shall work in good faith to transition the servicing of such License Agreements to the Morisky Party, including without limitation, providing relevant introductions and authorizing the Morisky Party to be an authorized agent of MMAS Research, LLC for the purpose of so servicing such License Agreements through their term. Revenue generated on all License Agreements will belong entirely to the Morisky Party. The list of Morisky Widget licensees set forth in **Exhibit 4** to this Agreement represents the minimum number of all such License Agreements. Donald Morisky agrees to assume all ongoing obligations and responsibilities under all License Agreements assigned or serviced by Donald Morisky by the completion of the Transition Period.

11. With the exception of privileged communications, MMAS Research, LLC and/or Steven Trubow shall forward to Donald Morisky and/or MMAR all communications (including without limitation, all social media communications, texts, emails, draft agreements, etc.) received from any person regarding Donald Morisky, the MMAS-4, the MMAS-8, or the Morisky Widget in perpetuity and/or if such accounts are held in the name of the MMAS Research, LLC, shall transfer or assign all accounts from which all such information is received (including without limitation, email, social media accounts) to Donald Morisky and/or MMAR.

12. MMAS Research, LLC and Steven Trubow shall forward all information and communications with prospective licensees of the Morisky IP or the MMAS IP (“Prospective Licensees”) and shall work in good faith during the Transition Period to effectuate the transfer and referral of such Prospective Licensees to Donald Morisky and/or MMAR.

13. MMAS Research, LLC, Steven Trubow, Donald Morisky, Susan Morisky, Phillip Morisky, Marty Morisky and Morisky Medication Adherence Research, LLC, together with its affiliates MMAS Research, Italy, and MMAS Research, France, each agree to release one another and their respective beneficiaries, trustees, owners, predecessors, successors, assigns, agents, officers, employees, servicers, representatives, attorneys, and affiliates, present and former heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouse, insurers, and all persons acting by, through, under, or in concert with any of the aforesaid persons or entities, or any of them (the “Releasors”) from any claims they may have against each other and their respective beneficiaries, trustees, owners, predecessors, successors, assigns, agents, officers, employees, servicers, representatives, attorneys, and affiliates, present and former heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouse, insurers, and all persons acting by, though, under, or in concert with any of the aforesaid persons or entities, or any of them (the “Releasees”) or any of them, whether known or unknown, asserted or unasserted that could have been made that relate to, arise out of, or are connected in any way with any claim or dispute raised by any Party against another. Each of the Parties also further agree to dismiss the claims asserted in the Washington lawsuit and Nevada federal district court lawsuit now pending against each other with prejudice and without any award of costs or attorneys’ fees in any action.

14. Each Party covenants and agrees to not make any public defamatory statement about any party to this Agreement.

15. The Parties agree to cooperate and take all reasonable steps necessary to effectuate the terms of this Agreement and the Final Agreement, including without limitation, identifying and executing all documents necessary to facilitate any assignment or transfers to Donald Morisky contemplated by this Agreement or as set forth in the Final Agreement, including without limitation, any copyrights in the Morisky Widget, MMAS IP, the Morisky kiosk apple iPhone app, MABU robot used in the Morisky Protocol, the morisky.org domain name and website together with any third-party agreements related to any content or services identified thereon, and all known potential, prospective or unexecuted license agreements or infringement claims.

16. Steven Trubow and/or MMAS Research, LLC hereby warrant and represent that they have all right, title and authority to the MMAS IP and the morisky.org domain name transferred and assigned to Donald Morisky and indemnify Donald Morisky and his assigns against any claims by third-parties to the same.

17. Unless extended by a written agreement of the Parties, the Parties agree to enter into a long-form, final settlement agreement, formalizing all the terms set forth herein (the “Final Agreement”) on or before 5:00 p.m. (Pacific Time) sixty (60) days after the date this Agreement is executed (“Final Agreement Deadline”). If the Parties are unable to agree upon any provision or content of the Final Agreement, then no later than the Final Agreement Deadline, the Parties shall identify and appoint an agreed upon neutral mediator with the Seattle office of JDR as an “Appointed Decider” to hear and finally resolve all such disputed issues. If the Parties cannot agree on upon a single Appointed Decider by the Final Agreement Deadline, each Party may identify a single mediator of the Seattle office of JDR, and the mediators so identified, or—in the event a Party fails to identify a mediator by the Final Agreement Deadline—the sole mediator identified by the Final Agreement Deadline, shall be the Appointed Decider. Within thirty (30) days of appointment, the Appointed Decider shall produce and sign the Final Agreement on behalf

of the Parties, which Final Agreement shall be binding upon the Parties regardless of whether they ultimately execute it. The Parties shall equally bear the costs and fees of the Appointed Decider.

18. The Parties agree that if any legal action or other proceeding brought by the Parties to enforce this Agreement, or the Final Agreement or to recover damages or equitable relief for a breach of this Agreement or the Final Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees incurred in any such action or proceeding, including the proceeding to resolve any dispute over the terms of the Final Agreement by the Appointed Decider.

DATED this 4th day of December 2020

By: _____

Steven Trubow

By: _____

MMAS Research, LLC, Washington
limited liability Company

Steven Trubow, its Managing Member

By: _____

Donald Morisky

By: _____

Susan Morisky

By: _____

Philip Morisky

By: _____

Marty Morisky

By: _____

Morisky Medication Adherence Research,
LLC, A Nevada limited liability company

Philip Morisky, Its Managing Member

of the Parties, which Final Agreement shall be binding upon the Parties regardless of whether any
to enforce this Agreement, or the Final Agreement or to recover damages or equitable relief for a
reasonable attorneys' fees incurred in any such action or proceeding, including the proceeding to

DATED this ____ day of December 2020

Steven Trubow

MMAS Research, LLC, Washington
limited liability company

Steven Trubow, its Managing Member

Donald Morisky

Susan Morisky

Philip Morisky

Marty Morisky

Morisky Medication Adherence Research.

of the Parties, which Final Agreement shall be binding upon the Parties regardless of whether they ultimately execute it. The Parties shall equally bear the costs and fees of the Appointed Decider.

18. The Parties agree that if any legal action or other proceeding brought by the Parties to enforce this Agreement, or the Final Agreement or to recover damages or equitable relief for a breach of this Agreement or the Final Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees incurred in any such action or proceeding, including the proceeding to resolve any dispute over the terms of the Final Agreement by the Appointed Decider.

DATED this ____ day of December 2020


By: _____
Steven Trubow

By: _____
Donald Morisky

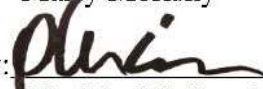
By: _____
MMAS Research, LLC, Washington
limited liability Company

By: _____
Susan Morisky

Steven Trubow, its Managing Member

By:  _____
Philip Morisky

By: _____
Marty Morisky

By:  _____
Morisky Medication Adherence Research,
LLC, A Nevada limited liability company

Philip Morisky, Its Managing Member

of the Parties, which Final Agreement shall be binding upon the Parties regardless of whether they ultimately execute it. The Parties shall equally bear the costs and fees of the Appointed Decider.

18. The Parties agree that if any legal action or other proceeding brought by the Parties to enforce this Agreement, or the Final Agreement or to recover damages or equitable relief for a breach of this Agreement or the Final Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees incurred in any such action or proceeding, including the proceeding to resolve any dispute over the terms of the Final Agreement by the Appointed Decider.

DATED this ____ day of December 2020

By: _____
Steven Trubow

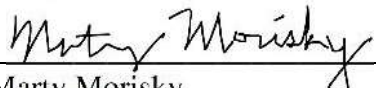
By: _____
Donald Morisky

By: _____
MMAS Research, LLC, Washington
limited liability Company

By: _____
Susan Morisky

Steven Trubow, its Managing Member

By: _____
Philip Morisky

By:  _____
Marty Morisky

By: _____
Morisky Medication Adherence Research,
LLC, A Nevada limited liability company

Philip Morisky, Its Managing Member

EXHIBIT 1

Morisky Intellectual Property

1. Registered Copyrights

- (MMAS-4 Scale) TX0008285390 Copyright (06-12-2016)
- (MMAS-8 Scale) TX0008632533 Copyright (09-21-2018)

2. MMAS Morisky Protocol-2015, including as part of such protocol the following:

- Subjective and Objective Measurement of Adherence
- Social Desirability, Response Bias
- Validity, Sensitivity and Specificity, MMAS health condition(s) and Medication Specific health condition(s)
- Criterion Related Validity, Patient Outcomes (following educational counseling, outcome measures including appointment-keeping behavior, 30-day hospital readmissions, quality of life, morbidity, and mortality).
- Baseline and Follow up Assessments, Never One-Off
- Diagnosis of Medication Taking Behavior, Intentional and Unintentional Non-Adherence
- Translational Research, Sustainability, Self-Management.
- Polypharmacy
- MMAS-8 scoring algorithm

3. Morisky Medication Adherence Protocol, including as part of such protocol the following:

- A Beneficence
- B Evidence-Based
- C Determinants of Non-Adherence
- D Chronic Care Mgmt. and Medication Reconciliation
- E Tailored and Targeted Intervention
- F Disease Control, Remission of Mental Health and Substance Use Disorders

4. Trademarks/Service Marks. The following marks have attained common law trademark rights in connection with the provision of diagnostic procedures to assess adherence to medication protocols, and in connection with identifying and proscribing compliance and intervention protocols and other related goods and services offered in connection with the same:

- MORISKY
- MORISKY MEDICATION ADHERENCE SCALE
- MORISKY SCALE
- MORISKY MEDICATION ADHERENCE PROTOCOL
- MORISKY PROTOCOL
- MMAS
- MMAS-4
- MMAS-8

EXHIBIT 2

GMRF

NEW GMRF	MGL (Public)
1. If you feel worse when you take [name of medication], do you stop taking it?	4. Sometimes you feel worse, when you take the medicine, do you stop taking it?
2. Do you ever forget to take your [name of medication]?	1. Do you ever forget to take your medicine?
3. When you feel better, do you sometimes stop taking your [name of medication]?	3. When you feel better do you sometimes stop taking your medicine?
4. Do you ever forget to take your [name of medication], because you are using other medications?	1. Do you ever forget to take your medicine?

Claim Settlements

1. University of California Irvine agrover3@uci.edu 2020
2. Virginia Commonwealth 2020 Donna Wilson
3. Kings College 2 new cases Weinmen and Khan 2020
4. Li-Hui Zhu, Hunan Hospital 2020
5. yulhamin@gmail.com korea 2020
6. Shen@waldenuniversity.edu; Subocz@waldenuniversity.edu 2020
7. kkruetzf@its.jnj.com 2020
8. Ghada_thabet@aun.edu.eg mbioph@dir.bg; JHMN@iiste.org 2020
9. cecile.gaujoux.viala@chu-nimes.fr 2020 NCT03642795
- 10 Jiancheng Xiu, MD NCT04409210 2020
11. NCT04442776 Montse Cañabate, Cardenal Herrera University 2020
12. dhouha.khalifa@hotmail.fr
13. NCT04532528 Boehringer Ingelheim clintriage.rdg@boehringer-ingelheim.com
14. Zhan Shi Beijing Chao-yang Hospital, Capital Medical University,
- 15 m.omar2218@yahoo.com; port said university infringement on the mmas-8
16. Ospedale Regina Montis Regalis 2020 infringement
17. Xue WANG, Aiqin LV vd6n3d@163.com ijph@tums.ac.ir tyc@sdu.edu.cn
18. Hanoi Vietnam 2016 MMAS-8 license 2020 infringement
- 19 michael conley mmas psoterpresntatoin 2019
20. lbiganzoli@usl4.toscana.it , gina nightingale
- 21. three posterpresentation infringers 2020 and 2017 mmas-8 article mercer**
- 22. MedSentry system Timothy M Hale Joseph C Kvedar**
23. Mrs. Katrin Kruetefeldt Janssen-Cilag GmbH
- 24 'Geraldine Leguelinel'marion warembourg'
25. zjhzyyfy@163.com AUGUST-AHF Study>; Dr. Zhang
26. pulsewatch timothy fitzgibbons umass mmas-8
27. abbvie austria mmas-4 andy brooks
- 28 Mackenzie Salisbury, Walden bruce roberts dissertation
29. Iranian Transfer Nora.Kellock@ed.ac.uk University Edinburgh Morisky Widget License
- 30 Daiichi Sankyo Morisky Widget License
31. Xiaona Jia 18811195613@163.com Pharmacy, First Hospital, Beijing, China.
32. agrover3@uci.edu <agrover3@uci.edu>; ucal irvine
33. silvia.rabotti@infomed-online.it IRS

34. Jack Bernard <bernar@umich.edu> paula casey morisky widget license
35.pnj5@hotmail.com
36. wislon massey cancer center virginia commonwealth Morisky Widget license poster pres
37. mmas-8 phillip morisky license Bratislava 2020 peter valkovic
- 38 grammercy research group Melicia C. Whitt-Glover, Ph.D.
39. aozaydin26@hotmail.com MMAS-4 NCT04301128 koc university
- 40 Merck KGaA, Darmstadt, Germany NCT02921035
41. akelleher@kirby.unsw.edu.au NCT04132479 jhanson@kirby.unsw.edu.au
- 42 NCT03185858 Lijing.yan@duke.edu duke university china
43. brewer.laprincess@mayo.edu NCT04554147
44. Devin Mann, MD, MSc Icahn School of Medicine at Mount Sinai NCT00548639
45. NCT02234713 E. Ann Yeh, The Hospital for Sick Children
- 46 Jonathan Knights Jonathan.Knights@otsuka-us.com
- 47Carolyn Bostros NCT03077711
- 48 g.eguchi@ommc-hp.jp; ymaeda@ommc-hp.jp, y_kanai@ommc-hp.jp mmas-9
49. Souad.Moudallel@uzbrussel.be patricia.vanderniepen@uzbrussel.be matt stratton
- 50 patientslikeme morisky widget license Rich.russo@healthtell.com 'Stratton, Matthew
- 51.tsaejyy@ntunhs.edu.tw taiwan
52. mcastenosis@gmail.com; mspark@chonnam.ac.kr
- 53 gerlando.natalello@gmail.com belligerent
- 54 <aozaydin26@hotmail.com,vemren@hotmail.com
55. tsegahunm@gmail.com; yimtubezenash.wamanuel@aau.edu.et
56. NCT04017559 complaints@belfasttrust.hscni.net
- 57 argi@cogeco.ca; annajhussey@gmail.com rodondo
58. malshibani@kau.edu.sa; mohannad_ah@hotmail.com
- 59Caroline.Fabry@astrazeneca.com> kantar health morisky widget
- 60 bayer italy Rivaroxaban Treatment Discontinuation Rates
- 61habouma1@jhmi.edu Hanan Aboumatar, MD
- 62Montse Cañabate, Cardenal Herrera University NCT04442776,
- 63g.eguchi@ommc-hp.jp; ymaeda@ommc-hp.jp; g.eguchi@ommc-hp.jp
64. thkim@hanyang.ac.kr
- 65nadine.houede@chu-nimes.fr
- 66.vozzhaev-av@rudn.ru

67 info@annedeveer.com; j.ten.berg@antoniusziekenhuis.nl

68 groningen 3 morisky widget license 2020

69 barcelona dialcat morisky widget licenswe

70 liuyong2099@126.com counterfeit scoring and coding clinical trials. Gov

71 Qing-qing SONG hunan

72 'Ayse Ozkaraman' <aozaydin26@hotmail.com> Turkey

73. mspark@chonnam.ac.kr morisky widget

74 michael.crawford@howard.edu

75 m.crawford@imperial.ac.uk

76 john.weinman@kcl.ac.uk;

77. Muhammet Furkan Korkmaz

78 unchalee.permsuwan@gmail.com

79 Cristian M. Garmendia, cm.garmendia@gmail.com

80 Assistance Publique - Hôpitaux de Paris (Dr. Valeyrie)

81 Assistance Publique - Hôpitaux de Paris (MELBASE)

82 National Cheng Kung University Hospital (Dr. Ou)

83 Wayne State University (Aranha and Patel)

84 Assistance Publique Hopitaux De Marseille

85 marta.baviera@marionegri.it NCT03921905 Mario Negri Institute

86. henri.gonde@chu-rouen.fr, Ms. Monchablon, Anne.dandeville@univ-rouen.fr

France Open Cases at the NIH CLINICAL TRIAL.GOV WEBSITE

87 NCT03753035

88 NCT02422602

89 NCT02856542

90 NCT02926560

91 NCT02060747

92 NCT01509989

93 NCT03492476

94 NCT03454971

95 NCT03606850

96 NCT02364310

97 NCT02828449

98 NCT02611440

99. NCT03240341
- 100 NCT03561467
- 101 NCT03630692
- 102 NCT02147938
- 103 NCT02733965
- 104 NCT03296150
- 105 NCT02143479
- 106 NCT03145051
- 107 NCT02356367
- 108 NCT02322450
- 109 NCT03257969
- 110 NCT03642795
- 111 NCT01774630
- 112 NCT02687594
- 113 NCT01244750
- 114 avorder@umass.edu; quill004@mc.duke.edu
115. Society of Geriatric Oncology (SIOG) taskforce recommendations Laura Biganzoli
- 116.vanitharani.n@sriramachandra.edu.in elsevier
- 117.Jessica Núñez-Rodríguez and Co-authors jessica.nr92@gmail.com
- 118.Mulat Tirfie mulatbonny@gmail.com elsevier
- 119.z azul@hotmail.com elsevier
- 120.yac.achouri@gmail.com elsevier
121. ouahchiyacine@gmail.com elsevier
122. shakibazadeh@tums.ac.ir elsevier
123. Nicholas Rodondi
- 124.dr.tayseeer@hotmail.com
- 125 s5854@medimail.co.kr University of Ulsan pred1054@naver.com
126. complaints@belfasttrust.hscni.net NIH study
127. NIH study FARMA-CANP NCT04391218 rmarinello@cittadellasalute.to.it
128. alma.au@polyu.edu.hk mmas-4 infringement nih website
129. michael.marschollek@plri.de
- 130 jose.mira@umh.es Universidad Miguel Hernandez NCT04159558
131. NCT03753035 Nancy Hospital barbara.girard54@gmail.com

132. Juliet N Sekandi, MD, MS, DrPH University of Georgia NCT04134689
133. Ping Huang, Zhejiang Cancer Hospital NCT03455023
134. François GERNIER <f.gernier@baclesse.unicancer.fr> NCT04554927
135. National Cheng-Kung University Hospital huihua@mail.ncku.edu.tw NCT04488172
136. Boehringer Ingelheim wslin545@ms27.hinet.net tri-service general hospital taiwan scoring
137. NCT04253639 sublimed scoring and coding contact@subli-med.comfrance
138. olivia.lesaux@gmail.com, claire.falandry@chu-lyon.fr NCT03296150 lyon
139. Kalicort NCT04107246 Centre Hospitalier Universitaire de Saint Etienne philippe.gain@chu-
140. MARLENE COUPE, MD University Hospital, Montpellier stephane.vignes@cognacq-jay.fr
141. Mario Negri Institute for Pharmacological Research NCT03921905 counterfeit marta.baviera@
142. NCT03541109 Shervin Ghaffari Hoseini, MD, PhD shghaffari@yahoo.com sfa.yazdekhashti@
143. sungyk@hanyang.ac.kr modified morisky 6 hanyang university NCT04449224
144. Murdoch Childrens Research Institute alison.boast@gmail.com amanda.gwee@rch.org.au
145. UNC Chapel Hill cabjones@email.unc.edu NCT04131816
146. Dott.ssa RENATA MARINELLO, rmarinello@cittadellasalute.to.it NCT04391218
147. University Hospital, Bordeaux NCT04043052 (MMAS-6) igor.sibon@chu-
bordeaux.fr
148. Judith A. Cook, University of Illinois at Chicago morisky widget 312-355-
3921 jcook@uic.edu NCT04028609
149. Morisky Widget License Julie Wright-Nunes, University of Michigan counterfeit jcolbert@me
150. Ana-Maria Vranceanu, Massachusetts General Hospital, Harvard case6 NCT04537728 avran
151. NCT04499950 jsheng7@jhmi.edu johnshopkins 2 mmas-4
152. Centre Hospitalier Universitaire de Nîmes NCT03642795 cecile.gaujoux.viala@chu-nimes.fr
153. Ms. Savannah Cunningham and Dr. Joshua D. Kinsey of Mercer University
154. Linda Simenrio similx@upmc.edu, krall, stotts@upmc.edu, NCT03999268
- 155.: NCT04560062 Lucy Anne Parker, Universidad Miguel Hernandez de Elche counterfeit lparl
156. Diego Ardissino, Azienda Ospedaliero-Universitaria di Parma ALLEPRE gpaoli@ao.pr.it, mar
157. NCT04409210 Nanfang Hospital of Southern Medical University xiuji@126.com
158. amoreno1@imim.es Parc de Salut Mar NCT03848858
159. Mohammed N Meah m.meah@ed.ac.uk, d.e.newby@ed.ac.uk, University of Edinburgh, Mor
160. Centre Leon Berard NCT04070443 franck-emmanuel.nicolini@lyon.unicancer.fr
161. Radboud nienke.devries-farrouh@radboudumc.nl NCT03830190
162. International University of La Rioja, NCT03161249 anabelen.calvo@unir.net
163. Henrik Nielsen, Aalborg University Hospital NCT04140903 counterfeit henrik.nielsen@rn.dk,
164. Boehringer Ingelheim Beijing NCT04180813 Mori Widget doctorgw@163.com
165. wslin545@ms27.hinet.net Boehringer Ingelheim taiwan counterfeit MWid NCT04532528

166.vconti@unisa.it

167.intobin@cdnetwork.org albert einstein morisky wid

168.hynesd@oregonstate.edu; aporte3@uic.edu morisky widget license illinois

169.magee medstar georgetown morisky widget license pcori

170. moser barksdale vcu morisky widget hudasn@squ.edu.om

171. Joseph Colbert 734-936-5515jcolbert@med.umich.edu morisky widget nih counterfeit

172.chen_yanhua25@163.com sichuan

173 h-inoue@saiseikai-toyama.jp daiichi sankyo 2

174 'François GERNIER' <f.gernier@baclesse.unicancer.fr>

175.Northwell Berstein Steger 2018

176.University of Penn (Stein) Fraser Brier Tuteja and Radner) anti Morisky website 2017-2019

177. University of Mass (Boucher Zerillo Goldberg McManus Fitzpat plus 3 other cases 2017-20

178 mathew scarborough oxford berstein lawsuit 2 PUBLICATIONS

179 Breast Cancer Trials (Australia)(New Zeland Gross Berstein mbuckingham@tglaw.com.au

180 J Barner (2) University of Texas 3 cases 2017-2019 gross berstein ramirezag@uthsca.edu

181lidia.moura@mgh.harvard.edu,tmhale@mgh.harvard.eduBerstein Letter Gross File Morisky '

182. drinkard iskandar dunbar plus two other cases emory berstein gross

183 Yale University Connecticut VA Hospital Berstein letter nicholas.xanthakos@va.gov Yale M

184 10 Duke University School of Medicine 7 cases 2016-2019 license gross 2017-2018 bernste

185. conend@mcmaster.ca> gross settlement june 2019

186. david.farabee@nyulangone.org

187. University of Western Ontario (Cecilia Sandoval)

188 Pfizer Stenger 8 cases

189 Dana Farber Stenger

190 Miami Stenger

191. Humana Gross Dana Drzayich Jankus <ddrzayichjankus@humana.com>

192 . Astra Zeneca Gross MORISKY WIDGET 3 LICENSES

193. USF Gross

194 Dr. Hamilton University of Bristol Morisky Widget anna.davies@bristol.ac.uk;

195Essmann.Claudia@mh-hannover.de;; baum.christopher@mh-hannover.de; michael.marsch

196 UMASS STENGER 4 CASES 1 LICENSE

197 candace feldman brigham womens hospital harvard gross berstein lawsuit

198 . william Patterson University for Pamela Foju Kem Louie steger gross

- 199 Hannover Medical School gross 2018
- 200 Leukemia Patient Advocates Foundation (Sharf) gross berstein
- 201 Nationwide Children Hospital, Inc. gross berstein
- 202 Michigan State University (Erin Sarzynski, M.D.) gross berstein
- 203 AUSTRALIA NEW ZEALAND CANCER
- 204 South Shore Neurologic Associates morisky widget gross berstein
- 205<conend@mcmaster.ca berstein gross june 2019
- 206 French Social Security gross berstein french lawyers 2017-2019
- 207 University of Parma Gross DaVide
- 208 Sapeinza University Rome Gross Davide ;carlo.lai@uniroma1.it, pa.aceto@gmail.com
- 209 Chiesi Italy Chiesi Germany Morisky Widget Berlin Chemie
- 210 Miranda Murray GSKO'Donnell, Brian" Gross Berstein
211. Massachusetts General Hospital (Dr. Mateen & Dr. Barry) Dr. Hale & Dr. Jethwani berstein
- 212 Dr. Deepak Voora, M.D. Dr Patel Brian Duscha Verizon Duke Gross Bertstein lawsuit
- 213 unc Chapel Hill serial
- 214 Doyle Cummings Gross Berstein serial infringer 4 years Jia-Rong Wu,dewalt
- 215 Korb Salvodeli Gross Berstein French Lawyer 4 years serial infringer
- 216 Cuevas Serial Infringer 4 years gross
- 217 Cabral Serial Infringer 4 years refile lawsuit
- 218 naloudah@KSU.EDU.SA university of aberdeen gross berstein 2018
- 219 observia settled in March 2019 geoffroy.vergez@observia-group.com>
- 220 Dr. Vorderstrasse, Dr. Quillian and Dr. Krauss Duke
- 221 Chonbuk National University Youngran13@jbnu.kr berstein final letter
- 222 .bojing.cai@iqvia.com IQVIA DURHAM nc BERSTEINfinal letter
- 223 jizan universitymjyo545@hotmail.com berstein final letter
- 224 eva.joelsson-alm@sll.se Karolinska Institute Morisky Widget Berstein finalletter
- 225 Chia-Yi Jenny Wu National Taiwan University jenycyw@ntu.edu.tw berstein final letter
- 226 .Shingo Kato Saitama Medical University skato@saitama-med.ac.jp bernstein letter
- 227 aaranha@med.wayne.edu berstein final letter lawsuit
- 228 Katherine Holmes University of Marylandkholmes@umaryland.edu berstein final letter kgros
229. Mayo Clinic 1 2017 and 2 2019 Kane Sunanda;Becker Brenda;Klemp Ellen;Caines Jake;Ca
229. LaPrincess C. Brewer, Mayo Clinic NCT04554147 brewer.laprincess@mayo.edu
- 230.E. Ann Yeh, MDUniversity of Toronto, The Hospital for Sick Children NCT02234713

231.thurston_mm@mercer.edu

232.thomas jefferson university poster presentation gina nightingale

233.Mohannad Alshibani, King Abdulaziz University, Jeddah, Saudi Arabia

234.<https://www.hal.inserm.fr/inserm-00663888/file/1472-6874-10-26-S2.PDF>

235.'Wang, Tina' <twang@wiley.com>

236.the university of georgia juliet.sekandi@uga.edu morisky widget

237 igor.sibon@chu-bordeaux.fr bordeaux mmas-6

238.tsegahunm@gmail.com emory

239.jsheng7@jhmi.edu hopkins 2

240. Bayer Clinical Trials (+)1-888-84 22937clinical-trials-contact@bayer.com mmas-8

Five Moore Drive P.O. 13398 Research Triangle Park, NC 27709-3398,NCT02227238

243.Tammy Toscos, Research Scientist, Informatics, Parkview Health NCT02690649

244.Athena Philis-Tsimikas, Scripps Whittier Diabetes Institute NCT02643797

245.marta.baviera@marionegri.it mmas-8 counterfeit NCT03921905

246.Dott.ssa RENATA MARINELLO NCT04391218

247.Eliane Boucher, PhDHappify Inc. julia@happify.com

248 University Hospital of North Norway NCT02770599

249 inda Siminerio, University of Pittsburgh NCT03999268

250. john.billimek@uci.edu NCT04585594

251. NCT03830190 radboud nienke.devries-farrouh@radboudumc.nl

252.info@deltahealthalliance.org,NCT03374098

253.franck-emmanuel.nicolini@lyon.unicancer.fr NCT04070443

254.: Ana Calvo, PI anabelen.calvo@unir.net NCT03161249

255. z.jalal@bham.ac.uk university of birmingham

256.Jenni Sheng <jsheng7@jhmi.edu>, Spaulding, Erin Murdock

257.MEAH Mohammed <m.meah@ed.ac.uk>

258.Anne.dandeville@univ-rouen.fr

259.ragna.anne.lind@helse-bergen.no

260.claire.falandry@chu-lyon.fr clinical trials.gov

261.janssen johnson and johnson

262.G. Natalello E. De Lorenzis Catholic University of the Sacred Heart, Institute

263.jblitstein@rti.org <jblitstein@rti.org>:

264.yulhamin@gmail.com university of chuncheon korea

265. Ghada_thabet@aun.edu.eg Assiut University, Egypt Ghada Thabet Mohammed
- 267.marco.proietti@unimi.it;Deirdre.Lane@liverpool.ac.uk
- 268 m.e.t.mcmurdo@dundee.ac.uk; miles.witham@ncl.ac.uk
- 269 texas tech alexander morisky widget license
- 270 'SEVDA EFİL' <sevda_efil@hotmail.com> istanbul
- 271 nadia_shams@yahoo.com
- 271 beata.jankowska-polanska@am.wroc.pl scoring and coding incorrect
- 272 schira@uta.edu, d brown texas
- 273 Lane, Deirdre <Deirdre.Lane@liverpool.ac.uk> marco.proietti@unimi.it
- 274 Nagoya 2
- 275 swhan@dsmc.or.kr Keimyung University Korea
- 276 ahmad.naddaf@iu.edu.jo jordan
- 277 kkruetzf@its.inj.com
- 278 Caterina Bucca morisky widget
- 279 tilahunabdeta@gmail.com ethiopia mmas-4 scoring and coding
- 280.Yong Huo, Peking University First Hospital NCT03565978
- 281 kevin.dolgin@observia-group.com
- 282 timothy.welty@drake.edu
283. julius.katzmann@medizin.uni-leipzig.de
- 284.Furkan Korkmaz <korkmazmfurkan@gmail.com
- 285.argi@cogeco.ca; annajhussey@gmail.com
286. merve.kolcu@sbu.edu.tr
- 287.Shandong University YAO Jing-jing, SUN Qiang, LI Qi, et al
288. Chomgqing university lijingfang@hospital.cqmu.edu.cn disclosed scoring
- 289.duanjinju@163.com Second Hospital of Shanxi Medical
- 290.m.eisele@uke.de hamburg
- 291.university of british columbia
- 292.danielt@arsiun.edu.et franco.veglio@unito.it
- 293.prorektoratfw@uni-halle.de Bleidorn@med.uni-jena.de
- 294.Jia-RongWu, sandra dunbar unc emory <https://www.sciencedirect.com/science/article/abs/10.1016/j.jclinepi.2024.110888>
- 295.burra@unipd.it
- 296 Géraldine Leguelinel-Blache University of Montpellier
297. akosobucka@wp.pl

298. jfarrellhcc@yahoo.com umass
299. goates@uab.edu
300. tawben11@hotmail.com qatar hamadi medical center
301. romagnoli_alessia@libero.it <romagnoli_alessia@libero.it>;
302. a.chatziefstratiou@yahoo.gr Papataxiarchou Katerina <k.papataxiarchou@elpen.gr> morisk
303. Ahmad Naddaf Jordan MMAS-8
304. mdsrinopiyani@yahoo.com, sri.nopiyani@unud.ac.id mmas-8 without license
305. Valerio.neiviller@fmc-ag.com
306. nasib.babaei@yahoo.com iran mmas-8 unlicensed
307. leigh.Edward@svha.org.au
308. Karen-leigh.Edward@svha.org.au <Karen-leigh.Edward@svha.org.au>;
309. 6-item Morisky Medication Adherence Scale (MMAS-6) drhopper@ikoob.com catholic unive
310. Branislava Krstic <branka022@yahoo.co.uk>
311. ra.mazzill@gmail.com <ra.mazzill@gmail.com>; Morisky widget license university of pisa
312. heloisiq@gmail.com <heloisiq@gmail.com>; Ms. Heloise Helena Siqueira brazil
313. asjarab@just.edu.jo mmas jordan mmas-4
314. angelina_wibowo@yahoo.com
315. angelina_wibowo@yahoo.com indonesia
316. Abedi.a@ArakMU.ac.ir abedi30@yahoo.co.uk
317. Ilaria Aredano, Caterina Bucca, IRS Morisky Widget
318. farmaciaalaxe@galicia.com Andrea Leites-Docio university of santigago mmas-8 scoring an
319. yxk12@ewha.ac.kr younhee kang
320. dr.hazimraffaa@gmail.com KING KHALID
321. amalsaied19@yahoo.com Mahmoud
322. juwagner@uchc.edu, Buckley, Thomas <thomas.e.buckley@uconn.edu> UCONN
323. vozzhaev-av@rudn.ru, pokrovskii@bsu.edu.ru
324. nc.ten.362@oaynai.fuwai
325. claudia.giavoli@unimi.it <claudia.giavoli@unimi.it>;
326. yenpingng@hotmail.com malaysia
327. sametsancarkaya@hotmail.com
328. fusaunga@gmail.com S
fsn299@gmail.com
329. wafaa_ramadan27@yahoo.com
330. manuel_cappellari@libero.it

331.Manuel.Schwanda@fhstp.ac.at

332.y_kanai@ommc-hp.jp

333.mohamedizham@gu.edu.qa,arafatyara@gmail.com

334.RENATA MARINELLO, Azienda Ospedaliera Città della Salute e della Scienza di Torino:NC

335.cecile.gaujoux.viala@chu-nimes.fr NCT03642795

336.yenbinliu@gmail.com,wslin545@ms27.hinet.net BI Taiwan NCT04532528

337.barbara.girard54@gmail.com NCT03753035

338.clinical-trials-contact@bayer.com NCT04174859, mmas-8 (Non-valvular Atrial Fibrillation, N

339.montserrat.canabate@uchceu.es NCT04442776

340.similx@upmc.edu NCT03999268 siminelo

341.sandra.michiels@bordet.be

342.G Natalello morisky

343.Jing Xiao jxiaont@163.com

344.giuseppe.procopio@istitutotumori.mi.it

345.mahmoud.hassanein@alexmed.edu.eg

346.Nathalie TEXIER <nathalie.texier@kappasante.com> portel

347.info@annedeveer.com; j.ten.berg@antoniuziekenhuis.nl

348.allison.gibson@uky.edu

349.greg.rosenfeld@me.com

350.moustafaesraa0@gmail.com

351.manesh.patel@duke.edu; brian.duscha@duke.edu

352.rondi.beth.gelbard@emory.edu; info@memorahealth.com

353.sadeghimasoumeh@gmail.com; shghaffari@yahoo.com

354.albcicero@gmail.com; uisllorentepeters57@gmail.com

355.nriera@chv.cat

356.Indiana tarab@iu.edu; tarahb@iu.edu

357.chenyan72_72@zju.edu.cn

358.r.paterson, napier

359.lujiao801@163.com

360.Amanda Gethman mercer

361.northeastern university poster

362.swhan@dsmc.or.kr, '황종민' <dsmcep@gmail.com>

363.Anna.Mislang@sa.gov.au nightingale mercer 'Stratton, Matthew

364.M.Tomassen@nivel.nl matthew stratton

365.'DiMezza, Danielle' <Danielle.DiMezza@umassmed.edu>

366.abigail.crocker@uvm.edu mmas-4

367.soxl@musc.edu <soxl@musc.edu>;

368.smansberger@deverseye.org

369.Zhan Shi, Liang Shi Chao-yang Hospital, Capital Medical University,

370.michellehyczy@gmail.com

CARBP

372.brunaeibel@gmail.com clinical trials NCT04475367

373.olivia.lesaux@gmail.com NCT03296150

374.ssbunova@mail.ru <ssbunova@mail.ru>;

375.kto0440@paik.ac.kr

376.'宋青青' <zimoqingqing1226@163.com>

377.annedeveer@outlook.com

378.rachel.a.elliott@manchester.AC.UK
ac.uk

378.LU UNIVERSITY OF TEXAS AUSTIN SOUTH TEXAS VA MORISKY

379.J. Seelig & M. E. W. Hemels

380.mehdi zoghi@hotmail.com turkey

381.manuel.schwanda@fhstp.ac.at

382.ianyao@263.net.cn fuwai hospital

383. libya saved in trubow picture asus

384.audrey-castet@chu-montpellier.fr> NCT02422602

Korchmaros,Jeannie K. Lee, Susan J. Shaw Krista K. Stone
University of Massachusetts President's Office

387. Dana Opas dopas@humancaresystems.com, jholley@humancaresystems.com

388.Yale University Connecticut VA Hospital Nicholas D. Xanthakos (nicholas.xanthakos@va.g

389.Georges.Mayeux@groupeccen.com

390.Michel Bernier PIVOT Dr. Alain Larouche, Concerto Groupe Santé MMAS-4 INFRINGEMEN
12.NCT04391218 Torino
with

Medication Adherence and Asthma Control in Hispanic
Adults with Asthma?

393. Susan Feyerabend praxis@studienurologie.de HAMBURG JANSSEN MMAS4

- 394. Neighborcare Health AIMS UW COMPASS cneely@icsi.org DISTRIBUTOR
- 395. minami VESS-Program saint louis university .Hataka R. Minami
- 396. University of western ontario sandoval asalmoni@uwo.ca (Professor Alan Salmoni
- 397. Packard, Katie A <KatiePackard@creighton.edu>
- 398.ahmedmailly@yahoo.com mmas-9,Ahmed Mjalia
- 399.giada.pietrabissa@unicatt.it
- 400.Astellas Pharma laurence.dubel@astellas.com; Sue.Sargeant@astellas.com Lyon and mars
- 401.francoise.laroche2@aphp.fr
- 402. tawben11@hotmail.com hamed medical corp qatar
- 403.Ana Aguiar : anaaguiar590@gmail.com
- 404.TANG Xiang, ZHANG Jian-lin Guangzhou
- 405.krb747@gmail.com Rock Bum Kim
- 406. shuper@bsmu.edu.ua ukrainian mmas-8 wrong scoring and coding
- 407.Nadine Hellmann DelfinoValerim Teixeira Remor

EXHIBIT 4

Morisky Widget Licensees

Licensees

AbbVie Canada
Abbvie
Adelphi
Albert Einstein College of Medicine
Ankara Yildirim Beyazit University
Ascensia Diabetes Care
Assurex Health
AstraZeneca Greece
AstraZeneca Kantar
AstraZeneca Latin America
Astrazeneca Russia
Azienda Ospedaliero Universitaria di Modena

BMS Italy
Bayer NL
Berlin Chemie
Boehringer Ingelheim China
Boehringer Ingelheim GmbH
Boston Children's Hospital
Bristol University
Bristol-Myers Squibb USA
Brussels Free University School of Public Health

CARIM/Maastricht University
CHIESI GmbH
CHU de Clermont-Ferrand
Caritas Medical Center
Catalia Health
Centre François Baclesse, Caen
Charing Cross Hospital - Imperial College
Chiesi Poland
China Crohns & Colitis Foundation
Chonnam National University
Clermont-Ferrand 2
Clermont-Ferrand 3
Click Therapeutics
Columbia University Medical Center
Columbia University Medical Center, Department of Psychiatry
Community Health Initiatives FQHC Brooklyn NY
Consorti Hospitalari de Vic
Consorti Sanitari de Terrassa
Copenhagen University Hospital

Daiichi-Sankyo
Denmark IBD

Department of Emergency Medicine, University of Illinois at Chicago
 Dilla University Referral Hospital
 Duhok University-Kurdistan,Iraq
 Duke-NUS Medical School
 Duquesne University School of Pharmacy

ELPEN
 Ethiopia National

Federico II University
 Ferring Pharmaceuticals
 Florida Orthopaedic Institute
 Fukuoka University Chikushi Hospital
 Fundació Althaia
 Fundació Mútua de Terrassa
 Fundació Privada Hospital Asil de Granollers
 Fundació Universitària del Bages
 Fuwai Hospital

G.I. Research Institute
 GSK Spain
 German Liver Foundation
 Gimema
 Gustave Roussy

Hospital Robert Debre
 Hospital de Clinicas de Porto Alegre
 Hospital for Special Surgery
 Huazhong University of Science and Technology
 Hunan Children's Hospital
 Hôpital Claude Huriez
 Hôpital de la Cavale Blanche

IGES Institut GmbH
 Imperial College London
 Inje University Haeundae Paik Hospital
 Institute Cancer De La Loire Lucien Neuwirth
 Intarcia

Janssen Pharmaceutical Companies of Johnson & Johnson Japan
 Jawaharlal Institute
 Johnson and Johnson USA
 Julius Maximilian University of Wurzburg
 Kameda General Hospital

Kappa Sante
 Karolinska Institute 2
 Keelung Hospital Taiwan
 King Faisal Specialist Hospital
 King Saud University
 King's College
 Kyoto University Hospital

Laboratoires Théa
 Lifespan
 Louis Mourier Hospital
 Lurie Childrens Hospital of Chicago

MSD KK
 Maastricht University GROW School for Oncology
 Mamara University
 Marmara University
 Mbarara University of Science and Technology
 McGovern Medical School-UTHealth
 MedStar
 MediNeos Observational Research
 Medical University of South Carolina
 Medpace, Inc
 Menarini France
 Merck Greece
 Michael E DeBakey VA Medical Center
 Michigan State University
 Mitsubishi Tanabe Pharma Corporation
 Montefiore
 Morgan Stanley Children's Cancer Center

NYU College of Global Public Health
 NYU School of Medicine
 NYU Taylor
 Nihon Chouzai
 Nippon Medical School
 Nordic Pharma SAS
 Northwell Health
 Norway IBD
 Novartis Pharma GmbH
 Novartis South Korea PrimeCore
 Novartis UK
 Novo Nordisk

OPIS
 Odenplans Medical Center
 Open Vie UK
 OptiNose
 Oslo University Hospital
 Oslo University Hospital 2
 Oslo University Hospital Department of Gastroenterology
 Otsuka Pharmaceutical Co

Parc Sanitari Pere Virgili
 Partizan Health
 Peking University First Hospital
 People of Rwanda
 People's Hospital of Guizhou Province
 Pfizer France

Roche Diabetes Care
 Rocky Mountain Suicide Prevention VA
 Rush University Medical Center
 Rīga Stradiņš University

S. Anna of Pisa Management Institute
 SANOFI
 SANOFI China
 Sarawak Research Society
 Saudi Stroke Society
 Servier Global Medical Affairs
 Servier Russia
 Shanghai Clinical Center for Endocrine and Metabolic Diseases
 Shanghai Institute of Endocrine and Metabolic Diseases
 Shinshu University School of Medicine
 Singapore Clinical Research Institute
 Societa Italiana di Pneumologia
 South Shore Neurologic
 Southside Medical Center
 Spain IBD
 St George's Hospital
 St Olavs University Hospital
 Suqian First Hospital
 Sweden IBD

Taiwan Society of Preventive Medicine
 Takeda Greece
 Texas Tech El Paso Medical Center
 Tianjin University
 Tufts Medical Center

U.S. Department of Veteran Affairs Geriatric Research, Education and Clinical Center
 Gainesville
 UCLA Integrated Substance Abuse Programs
 UOC Farmacia Ospedaliera di Rovigo
 USC School of Pharmacy
 Ulster University
 United Christian Hospital
 Universal Medica
 University College London
 University Hospital, Heinrich-Heine University Dusseldorf
 University Medical Center Groningen
 University of Bari
 University of Brescia
 University of British Columbia
 University of Edinburgh
 University of Groningen
 University of Ljubljana, Faculty of pharmacy
 University of Michigan
 University of Modena
 University of Pisa

University of Wolverhampton
Université de Bordeaux
Uniwersytet Jagielloński – Collegium Medicum

VA Greater Los Angeles
VCU
Vall d'Hebron Institut de Recerca
Value Outcomes Organization CZ
Vatche and Tamar Manoukian Division of Digestive Diseases, David Geffen School of Medicine, UCLA

Wake Forest Health
West China School of Nursing & West China Hospital
West China Sichuan Women's and Children's Hospital
Western Wayne FQHC

Xi'an Jiaotong University Hospital

Yeshiva

Zuckerberg San Francisco General Hospital

EXHIBIT 5

isabeldV.w

MMAS Research Widget Code.

Type of Work: Computer File

Registration Number/ Date: TX0008816517 / 2019-12-03

Application Title: MMAS Research Widget Code.

Title: MMAS Research Widget Code.

Description: Electronic file (eService)

Copyright Claimant: MMAS Research LLC, Transfer: By written agreement. Address: 14725 NE 20th St. #D-53 Bellevue, WA 98007-3732.

Date of Creation: 2017

Date of Publication: 2017-03-18

Nation of First Publication: United States

Authorship on Application: Dustin Machi, 1974- ; Domicile: United States; Citizenship: United States. Authorship: computer program.

Previous Registration: 2016, TX0008285390.

2018, TX0008632533.

Basis of Claim: computer program.

Rights and Permissions: Douglas P. LaLone, Fishman Stewart PLLC, 800 Tower Drive, Suite 610, Troy, MI, 48098, United States, (248) 594-0650, docketing@fishstewip.com

Copyright Note: C.O. correspondence.

Names: Machi, Dustin, 1974-

MMAS Research LLC

EXHIBIT 9

Morisky Widget MMAS Retroactive and Perpetual License

The following shall constitute a perpetual (indefinite term) MORISKY Widget MMAS-8 license between the licensee, Boston Children's Hospital (BCH), 300 Longwood Avenue, Boston MA 02115 and the licensor, MMAS Research LLC (MMAS), 14725 NE 20th Avenue, Bellevue Washington 98007 made this day August 24, 2019.

SECTION 1. TERMS OF USAGE

Ownership and Fees: Morisky Widget software is the intellectual property of MMAS Research LLC.

Translations: Permission will only be granted to use MMAS certified translations from the Morisky Widget or with special arrangements approved and signed by the MMAS. There are no exceptions.

Changes or any modifications to the wording, phrasing or scoring of the MMAS, CUDOS and CUXOS require certification on the Morisky Widget editor and translator.

Coding and scoring criteria of the MMAS are trade secrets of MMAS and as such can never be divulged in any publication, presentation, or website without written permission from MMAS. If BCH divulges Morisky Widget scoring and coding criteria it will be considered a breach of the Morisky Widget license and MMAS will have the right to suspend or terminate the Agreement.

Trademark & Copyright: Permission to use the copyright and trademark protected Morisky Widget MMAS is not and will not be granted for any unauthorized use or translations of the MMAS or other MORISKY intellectual property, in whole or in part. No electronic questionnaires, analyses, research results or publications based on unauthorized use of the Morisky Widget will be permitted. The MMAS required citations and licensing statement provided in Appendix 1 must be included in all manuscripts, web postings or other publication containing Morisky Widget MMAS descriptions or results.

In case of scientific, administrative or intellectual property misconduct in using the MORISKY Widget diagnostic

assessments, MMAS reserves the right to withdraw permission for use and to pursue all legal remedies. This Agreement shall be governed by and construed under the laws of Massachusetts. The Morisky Widget agreed to in this license are non-transferrable from the BCH

BCH must submit to MMAS all presentations and manuscripts that are being considered for abstracts/poster presentations or publication to make certain that all copyright and trademark requirements are included in all manuscripts submitted for publication. This is to protect BCH as MMAS has encountered many violations of federal and international copyright laws from clients as well as individuals who use MMAS intellectual property without following the required copyright and trademark guidelines.

SECTION 2. FEES

In consideration of MMAS granting BCH a free perpetual Morisky Widget MMAS license, BCH agrees to pay MMAS a one-time training and certification fee of \$5000.00 .The six-hour training and certification will take place in Boston in late October 2019 for up to 35 participants. After certification, MMAS will provide 10,000 complimentary Morisky Widget MMAS tests. After the 10,000 complimentary test have been used, additional MMAS condition and medication specific tests are \$1.00 each. Any additional required training and certification of additional BCH clinicians who wish to use the Morisky Widget MMAS will be at BCH expense.

SECTION 3. DUTIES OF BCH

BCH can use the Morisky Widget, Morisky Kiosk Apple I Phone APP, and the Morisky API to administer Morisky Widget MMAS tests. With Licensor approval, BCH can use MMAS paper or electronic questionnaires but all scoring and coding must be done in the Morisky Widget.

SECTION 4. DUTIES OF MMAS

MMAS will provide BCH with a perpetual license that can used by any trained and certified clinician, physician, pharmacist, nurse, psychologist or health care professional at BCH. Only BCH employees trained and certified by the Licensor may use the

Morisky Widget MMAS.

MMAS will provide BCH with their own secure Morisky Widget with 10,000 complimentary Morisky Widget MMAS tests after training and certification in Boston.

SECTION 5. TERMS and TERMINATION

In case of scientific, administrative or intellectual property misconduct in using the Morisky Widget, MMAS reserves the right to withdraw permission for us and to pursue all legal remedies. BCH may terminate this license with or without cause at any time.

SECTION 6. PAYMENT OF FEES

All fees must be paid by November 30 , 2019 . License fee will be wired to the MMAS Chase bank account.

SECTION 7. RESULTS

All Morisky Widget data or results will become the sole property of BCH.

Boston Children's Hospital

By:

Date

MMAS Research LLC

By: _____

Date _____

Appendix 1

Required citations, acknowledgement and footnote for the 8-item MMAS are as follows:

Morisky DE, Ang A, Krousel-Wood M, Ward H. Predictive Validity of a Medication Adherence Measure in a Patient Setting. J Clin Hyper 2008; 10(5):348-354. Berlowitz DR, Foy CG, Kazis LE, Bolin L,

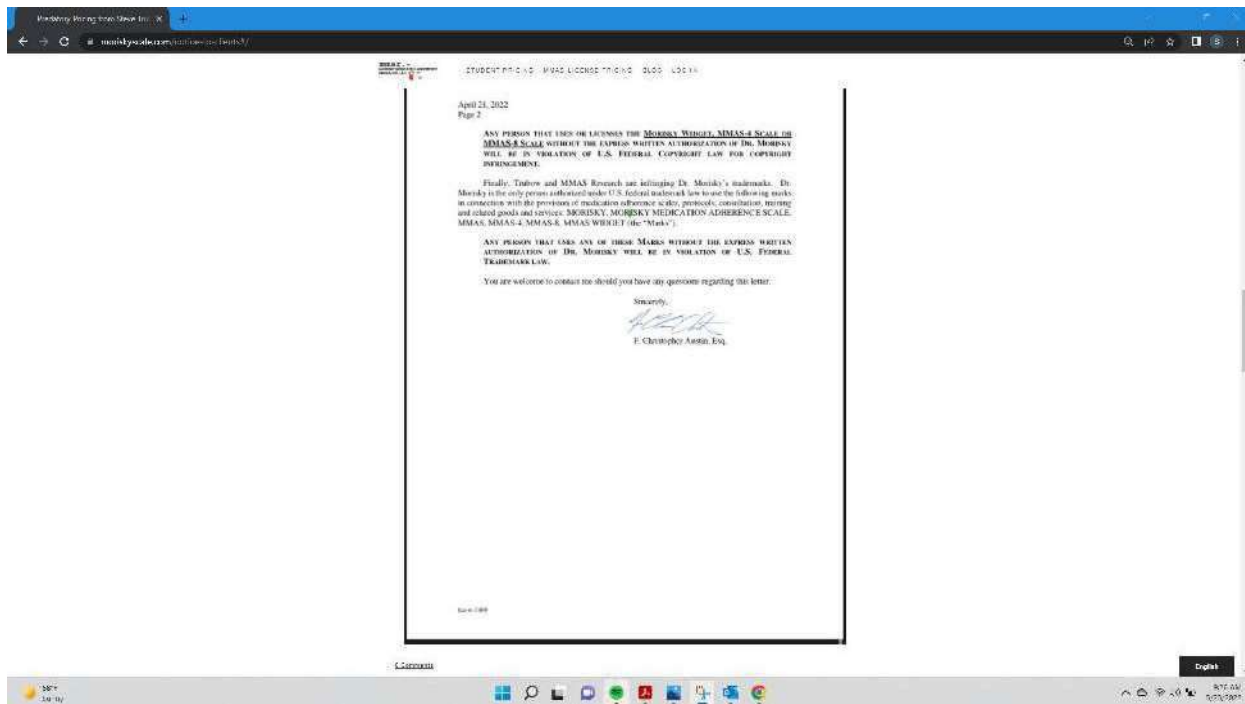
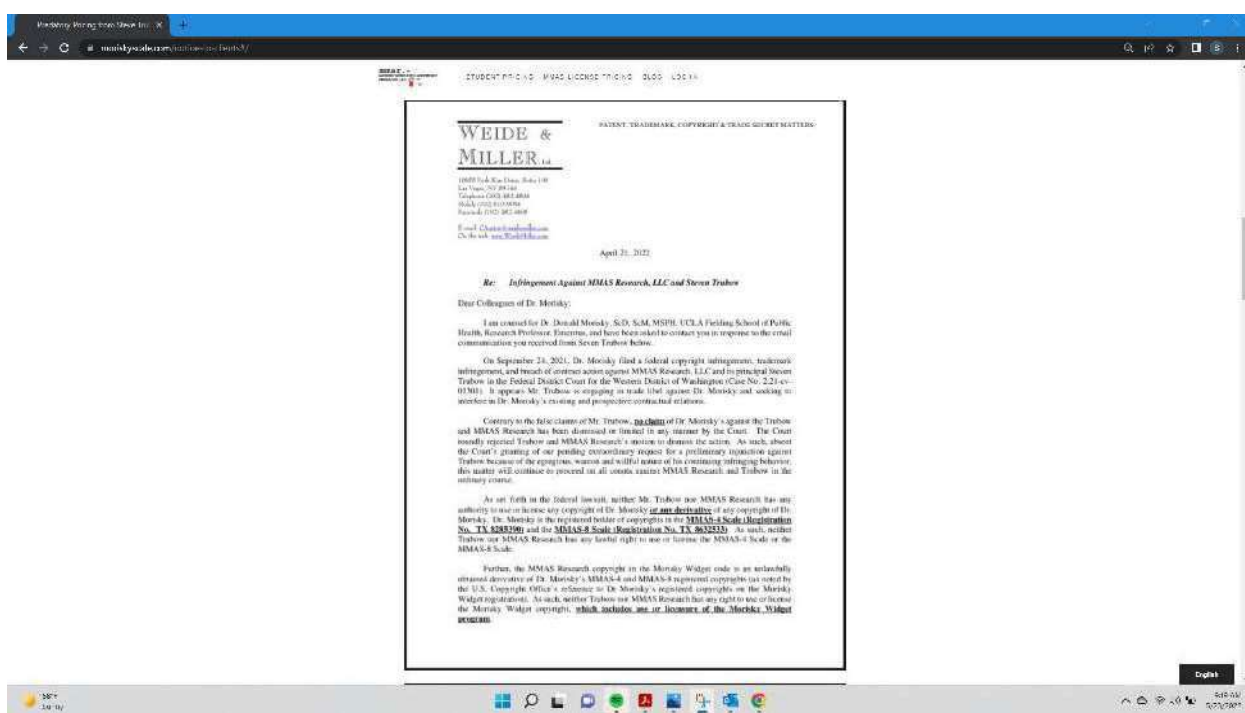
Conroy LB, Fitzpatrick P, Gure TR, Kimmel PL, Kirschner K, Morisky DE, Newman J, Okney C, Oparil S, et al. for the SPRINT Study Research Group. Impact of Intensive Blood Pressure Therapy on Patient-Reported Outcomes: Outcomes Results from the SPRINT Study. N Engl J Med 2017; 377:733-44.

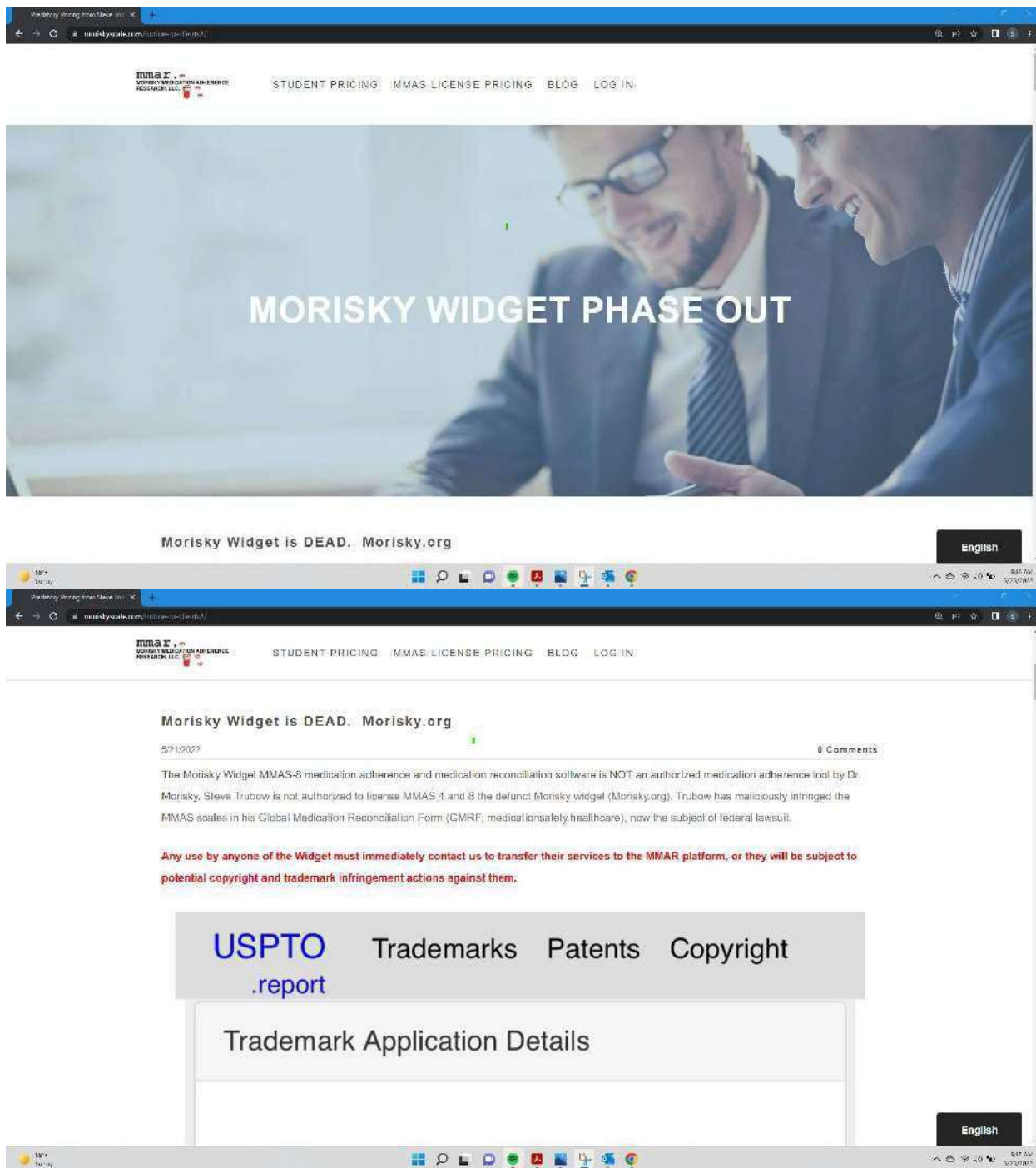
Morisky DE, DiMatteo MR. Improving the measurement of self-reported medication nonadherence: Final response. J Clin Epidem 2011; 64:258-263.

The footnote below is required in all articles, presentations, web postings, reports and submitted manuscripts, and on the first table or figure which present the Morisky Widget MMAS results or in the Acknowledgment Section of manuscripts submitted for publication:

A Morisky Widget license agreement is available from MMAS Research LLC 14725 NE 20th St., Bellevue Washington or strubow@morisky.org

EXHIBIT 10





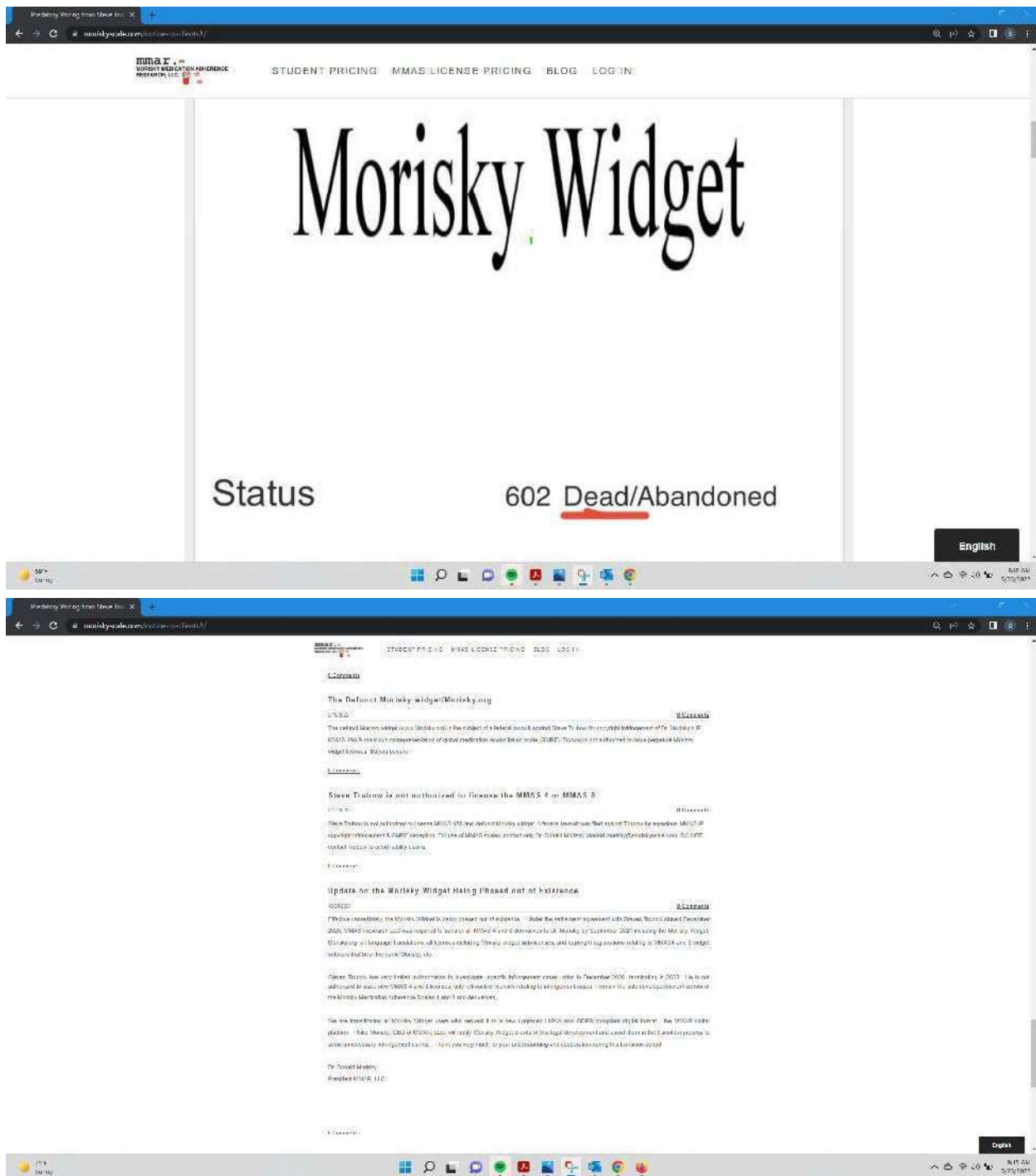


EXHIBIT 17

Sponsor/Collaborators

Sponsor: Boston Children's Hospital

Responsible Party: Principal Investigator

Investigator: Jacob Hartz

Official Title: Staff Cardiologist and Instructor of Pediatrics

Affiliation: Boston Children's Hospital

Collaborators: Wellth Inc.

MMAS Research LLC

https://classic.clinicaltrials.gov/ct2/history/NCT04458766?V_5=View#StudyPageTop

EXHIBIT 18

The Use of Mobile Health Technology and Behavioral Economics to Encourage Adherence in Adolescents

NCT04458766

▀ Sponsor/Collaborators

Sponsor: Boston Children's Hospital

Responsible Party: Principal Investigator

Investigator: Jacob Hartz

Official Title: Staff Cardiologist and Instructor of Pediatrics

Affiliation: Boston Children's Hospital

Collaborators: Wellth Inc.

MMAS-8 with permission from Dr Donald Morisky. as written below

Type: MMAS-8 with permission from Dr Donald Morisky. as written below:

URL: <http://www.moriskyscale.com>

The MMAS-8 Scale, content, name, and trademarks are protected by US copyright and trademark laws. Permission for use of the scale and its coding is required. A license agreement is available from MMAR, LLC.

Responsible Party: Jacob Hartz, Staff Cardiologist and Instructor of Pediatrics, **Boston Children's Hospital**

We will test the subject's adherence prior to the use of incentives (using the Morisky Medication Adherence Scale and the Wellth Mobile Application) and during the period of time the incentives are provided. Lastly, we will test the subject's adherence (using the Morisky Medication Adherence Scale

APPROACH Determine the efficacy of a monetary incentive to improve medication adherence.

Aim 1.1 We will determine the baseline adherence level in adolescents with FH prescribed a statin using the Morisky Medication Adherence Scale (MMAS).

Adherence will be measured by two methods. The first will be through the Morisky Medication Adherence Scale (MMAS) and the second will be using the proportion of prescribed pills taken.

The choice to measure adherence with two methods is because we only want to include patients who have poor adherence in the study. As self-reported adherence may be inaccurate, we will use the validated Morisky Medication Adherence Scale (MMAS) to assess baseline adherence. However, during the study period, adherence will be measured much more accurately through the use of the Wellth App. As the score of the MMAS cannot be converted to the proportion of prescribed pills taken, we will simply measure changes in MMAS score throughout the study as well as measure changes in the proportion of prescribed days taken. We provide power calculations for both scenarios below.

Criteria: Inclusion Criteria:

1. Diagnosis of FH based on National Lipid Association (NLA) criteria and/or genetic testing
2. Prescribed a statin
3. Be able to provide written, informed consent or have a parent/guardian provide written, informed consent
4. Be able to use a mobile phone and application
5. Morisky Medication Adherence Scale score of ≤ 6

APPROACH Determine the efficacy of a monetary incentive to improve medication adherence.

Aim 1.1 The investigators will determine the baseline adherence level in adolescents with FH prescribed a statin using the Morisky Medication Adherence Scale (MMAS).

Aim 1.2 The investigators will determine the efficacy of a monetary incentive on medication adherence. Patients who are found to have low adherence according to the MMAS in Aim 1.1 will be enrolled into an intervention using the Wellth® mobile health application (Wellth App).

Aim 1.3 Next, the investigators will determine adherence 60 days after the incentives have been discontinued using the tracking features in the Wellth App and the MMAS.

1. Intervention (Days 15-74): Subjects will use Wellth app for 60 days, with incentives provided at the 30- and 60-day mark. At the end of the intervention period (Day 60), the subject will attend a clinic visit with the medical provider and a fasting lipid panel and MMAS will also be collected at this time.
2. Post-intervention (Days 74-134): Subjects will continue to use the Wellth app and receive reminders, but with no incentives provided, for 60 days. A clinic visit, fasting lipid profile, and MMAS will also be collected following the post-intervention period.

EXHIBIT 21

Morisky Medication Adherence Scale™ (8-Item MMAS™ Instrument) Copyright 2006 Donald E. Morisky. All rights reserved.		
You indicated that you are taking medication for your <health condition> . Individuals have identified several issues regarding their medication-taking behavior and we are interested in your experiences. There is no right or wrong answer. Please answer each question based on your personal experience with your <health condition> medication.		
(Please check your response below)		
	No	Yes
1. Do you sometimes forget to take your <health condition> pills?		
2. People sometimes miss taking their medications for reasons other than forgetting. Thinking over the past two weeks, were there any days when you did not take your <health condition> medicine?		
3. Have you ever cut back or stopped taking your medication without telling your doctor, because you felt worse when you took it?		
4. When you travel or leave home, do you sometimes forget to bring along your <health condition> medication?		
5. Did you take your <health condition> medicine yesterday?		
6. When you feel like your <health condition> is under control, do you sometimes stop taking your medicine?		
7. Taking medication everyday is a real inconvenience for some people. Do you ever feel hassled about sticking to your <health condition> treatment plan?		

8. How often do you have difficulty remembering to take all your medications?

(Please circle your response below)

Never/Rarely.....4
 Once in a while.....3
 Sometimes.....2
 Usually.....1
 All the time.....0

EXHIBIT 22

From: DONALD MORISKY <dmorisky@ucla.edu>

Date: July 29, 2018 at 8:15:36 PM PDT

To: Jacob.Hartz@cardio.chboston.org

Cc: olympic labs <trubow1@gmail.com>

Subject: ~~Re:~~ NIH Career Development Award and correct use of Morisky Medication Adherence Scale (MMAS-8)

Thank you Dr. Hartz for your interest in using my copyrighted and trademarked intellectual property (IP), the MMAS-8 diagnostic adherence assessment instrument. Individual licenses are no longer given to an individual, only institutions and health care organizations are permitted to use the MMAS IP and hands-on, in-person training is required. We are currently in Asia conducting training and certification for hundreds of practicing clinicians who are implementing the correct use of the Morisky Widget (see Morisky.org) into the patient health-care delivery system. We plan to be on the east coast in September and October so please fill out the following questionnaire so we can best serve you.

Morisky Widget MMAS APPLICATION

Date

We NEVER License individuals or individual studies.

Please answer all items below if your Organization wants to obtain a perpetual indefinite term Morisky Widget MMAS License and will participate in training and certification on the Morisky Widget and the Morisky Medication Adherence Protocol

Please return by email to trubow1@gmail.com to receive consideration for a Morisky Widget MMAS License

- Name and Address of Organization:
- Point of Contact:
- Have you ever used the Morisky Medication Adherence Scales?
- If so give some detailed descriptions of When, Where, How, What and Why did you or your organization used the MMAS? Please send an attached signed MMAS license.
- When do you want to begin using the perpetual Morisky Widget MMAS license?
- Will you use the MMAS for translational research or clinical applications such as chronic care management or medication reconciliation?

It for clinical research.

- Are there any third-party organizations that will operate the Morisky Widget or administer MMAS paper or electronic questionnaires?
 - Do you need to use MMAS Tests in LANGUAGES OTHER THAN ENGLISH? Name the specific translation (s) required.
 - How many MMAS-8 or MMAS-4 tests in total do you plan to administer?
 - How do you plan to administer the MMAS diagnostic assessments by paper or electronic questionnaire?
 - What health conditions, diseases and specific medications are you trying to assess for medication adherence?
- mmm Do you track the dynamic level of medication adherence with changing physical measures of disease or the severity of mental health conditions? i.e. BP, HbA1C, GFR, LDL, HIV Viral Load Depressive Severity?
- Please describe in detail the translational research design or clinical protocol for using the MMAS.
 - How many times will each patient be given the MMAS?
 - Will you establish a baseline measurement of adherence and do follow up reassessment over time to measure changes?
 - Is the MMAS included with other assessments in your clinical application? If so, please list
 - Is your organization a university, government agency, hospital, clinic, or other? Please be specific.

Below are the new training and certification requirements:

Morisky Widget & Morisky Medication Adherence Protocol Training

MMAS Fundamentals

- A. Subjective and Objective Measurement of Adherence
- B. Social Desirability, Response Bias
- C. Validity, Sensitivity and Specificity, MMAS Condition and Medication Specific
- D. Criterion Related Validity, Patient Outcomes
- E. Baseline and Follow up Assessments, Never One-Off
- F. Diagnosis of Medication Taking Behavior, Intentional and Unintentional Non-Adherence
- G. Translational Research, Sustainability, Self Management.
- H. Polypharmacy

Morisky Medication Adherence Protocol

- A Beneficence
- B Evidence Based
- C Determinants of Non-Adherence
- D Chronic Care Mgmt. and Medication Reconciliation
- E Tailored and Targeted Intervention
- F Disease Control, Remission of Mental Health and Substance Use Disorders

My Chief Investigator, Mr. Steve Trubow, will be able to assist you in obtaining your MMAS License.

Best, Don and Steve in Hong Kong

Dmorisky

Donald E. Morisky, Sc.D., M.S.P.H., Sc.M.
Research Professor and Former Chair
Lifetime Career Award, American Public Health Association
Department of Community Health Sciences
UCLA Fielding School of Public Health

On Sun, Jul 29, 2018 at 4:59 PM Hartz, Jacob <Jacob.Hartz@cardio.chboston.org> wrote:

Dr. Morisky,

I am a early career pediatric cardiologist at Boston Children's Hospital and applying for a NIH Career Development Award that incorporates behavioral economics to improve medication adherence in adolescents with familial hypercholesterolemia. In an effort to accurately identify patients, we were wondering if the MMAS-8 would be appropriate. If it could be, what training would we need and what licensing would be needed as well.

Thank you very much for your help.

- Jake

Jacob Hartz, MD, MPH
Preventive Cardiology
Department of Cardiology
Boston Children's Hospital
jacob.hartz@cardio.chboston.org

EXHIBIT 23

Completed by _____ Jacob Hartz, MD,
MPH _____

We only license organizations and approved
interventional studies or clinical applications NO
EXCEPTIONS

Please answer all items below if your
Organization wants to obtain a perpetual
indefinite term Morisky Widget MMAS License
and will participate in training and certification on
the Morisky Widget

Please return by email to trubow1@gmail.com to
receive consideration for a Morisky Widget
License

Name and Address of Organization: Boston
Children's Hospital

Point of Contact: Jacob Hartz (617-355-0955,
fax: 617-730-0600)

**Have you ever used the Morisky Medication
Adherence Scales?** No

If so give some detailed descriptions of When,
Where, How, What and Why did you or your
organization used the MMAS? Please send an
attached signed MMAS license.

**When do you want to begin using the
perpetual Morisky Widget license?** January
2020

**Will you use the Morisky Widget for an
interventional research study or clinical
applications such as patient coaching,
chronic care management or medication
reconciliation?** Yes. We are using it to assess
pre- and post-adherence in

**Are there any third-party organizations that
will operate the Morisky Widget?** No

**Do you need to use MMAS Tests in
LANGUAGES OTHER THAN ENGLISH? Name
the specific translation (s) required.** We would
like it in Spanish as well.

**How many Morisky Widget diagnostic
assessments in total do you plan to
administer?** 80 patients (4-5 times each)

**How do you plan to administer the Morisky
Widget diagnostic assessments by paper or
the Morisky Widget or Morisky Kiosk Apple I-
Phone App?** We would like to use it by paper
and iPhone app if possible. If only one option is
available, we would prefer paper.

**What health conditions, diseases and
specific medications are you trying to assess
for medication adherence?** Adolescents with
Familial Hypercholesterolemia who are taking a
statin. Depending on recruitment for the study,

EXHIBIT 24

Patient name: _____

Date: _____

MRN: _____

1) Do you sometimes forget to take your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
2) People sometimes miss taking their medications for reasons other than forgetting. Thinking over the past two weeks, were there any days when you did not take your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
3) Have you ever cut back or stopped taking your prescription cholesterol medication without telling your doctor because you felt worse when you took it?	<input type="checkbox"/> YES <input type="checkbox"/> No
4) When you travel or leave home, do you sometimes forget to bring along your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
5) Did you take all your prescription cholesterol medication last time you were supposed to take it?	<input type="checkbox"/> Yes <input type="checkbox"/> NO
6) When you feel like your symptoms are under control, do you sometimes stop taking your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
7) Taking medicine every day is a real inconvenience for some people. Do you ever feel hassled about sticking to your cholesterol treatment plan?	<input type="checkbox"/> YES <input type="checkbox"/> No
8) How often do you have difficulty remembering to take all your prescription medications to lower your cholesterol level?	<input type="checkbox"/> Never/rarely <input type="checkbox"/> Once in a while <input type="checkbox"/> Sometimes <input type="checkbox"/> Usually <input type="checkbox"/> ALL THE TIME

How many answers did they give that are in **BOLD UPPERCASE**? _____ (≥ 2 → ELIGIBLE)

EXHIBIT 25

From: "Hartz, Jacob" <Jacob.Hartz@cardio.chboston.org>
Date: July 6, 2022 at 2:22:50 PM PDT
To: Steve trubow <trubow1@gmail.com>
Cc: "Palfrey, Hannah" <Hannah.Palfrey@cardio.chboston.org>, thad@scrogginsesq.com, Peter Hoeller <peter.hoeller@bjfip.com>
Subject: Re: NCT04458766

Hi,

We have administered 4 tests. The tests were administered from memory. Our enrollment protocol was answering a positive (i.e., consistent with lower adherence) to at least one question. and then I had planned on entering and scoring the tests on the widgets. I will need to confirm the date of the first enrollee and have the details in my office, but am not there today. The last MMAS will be administered within the next 2 years once we have completed enrollment.

If any of this is serious breach of contract and you feel it necessary to end our agreement, we would understand. We certainly did not mean to do anything incorrectly and it was always our intention to follow our contract entirely. It would be a tremendous loss to our study, but we want to respect our agreement and your organization. Although the citation was included in our references, we have now added you as a "Collaborator" because this appears to be best place to signal your role. If there is a preferred place, please let me know and I can change it.

Thank you. Again, our sincerest apologies if this was done incorrectly.

- Jake

Jacob Hartz, MD, MPH
Director of Preventive Cardiology
Department of Cardiology
Boston Children's Hospital

EXHIBIT 26



The image shows a document page with several diagonal black redaction bars. A handwritten note in blue ink is visible in the upper right corner, reading: "© MM143 DeLond LLC 1/1/25 14343 of 14343 DeLond LLC". The text on the page is partially obscured by the redactions but includes the following code snippets:

```
var test1250lines = require("promise-polyfill").defer;  
var test1250lines = require("promise-polyfill").when;  
var test1250lines = require("dactic/...");  
module.export = function(test, currentLanguage){  
    "use strict";  
    var test1250lines = require("promise-polyfill");  
    var test1250lines = DataModel.get(...);  
    var test1250lines = function(test, ...){  
        "use strict";  
        var test1250lines = function(...){  
            "use strict";  
            var test1250lines = function(...){  
                "use strict";  
                test1250lines.forEach(function(...){  
                    var test1250lines = questions[idx];  
                    console.log(test1250lines.q);  
                    var test1250lines = test1250lines.q.answers;  
                    test1250lines.forEach(function(ans){  
                        console.log("Looking for ", ans);  
                        console.log("Answering ", ans);  
                        if (test1250lines.q.value){  
                            test1250lines.q.value = ans;  
                        }  
                    });  
                });  
            });  
        });  
    });  
};
```

EXHIBIT 27

EDIT mmas-8 Translation

EDIT Type: mmas-8 Condition: cholesterol Language: english

Instructions

Your provider has indicated that you are taking medication to address a health concern. Individuals have identified several issues regarding their medication-taking behavior and we are interested in your experiences. There is no right or wrong answer. Please answer each question based on your personal experience with your cholesterol medication.

Questions

Q0 Do you sometimes forget to take your MEDICATION?

Do you sometimes forget to take your prescription cholesterol medication?

Q1 Over the past two weeks, were there any days when you did not take your MEDICATION?

People sometimes miss taking their medications for reasons other than forgetting. Thinking over the past two weeks, were there any times when you did not take your prescription cholesterol medication?

Q2 Have you ever cut back or stopped taking your MEDICATION without telling your doctor because you felt worse when you took it?

Have you ever cut back or stopped taking your prescription cholesterol without telling your doctor because you felt worse when you took it?

Q3 When you travel or leave home, do you sometimes forget to bring along your MEDICATION?

When you travel or leave home, do you sometimes forget to bring along your prescription cholesterol medication?

Q4 Did you take your MEDICATION yesterday?

Did you take all your prescription cholesterol the last time you were supposed to take it?

Q5 When you feel like your CONDITION is under control, do you sometimes stop taking your MEDICATION?

When you feel like your symptoms are under control, do you sometimes stop taking your prescription cholesterol medicine?

Q6 Taking medication every day is a real inconvenience for some people. Do you ever feel hassled about sticking to your CONDITION treatment plan?

Taking medicine regularly is a real inconvenience for some people. Do you ever feel hassled about sticking to your cholesterol treatment plan?

Q7 How often do you have difficulty remembering to take all of your MEDICATION?

How often do you have difficulty remembering to take all your cholesterol medicine?

Answers

YES:	NO:	Never/rarely:	Once in a while:	Sometimes:	Usually:	All the time:
YES	NO	Never/rarely	Once in a while	Sometimes	Usually	All the time

EXHIBIT 28

From: "Hartz, Jacob" <Jacob.Hartz@cardio.chboston.org>

Date: July 6, 2022 at 2:22:50 PM PDT

To: Steve trubow <trubow1@gmail.com>

Cc: "Palfrey, Hannah" <Hannah.Palfrey@cardio.chboston.org>, thad@scrogginsesq.com, Peter Hoeller <peter.hoeller@bjfip.com>

Subject: Re: NCT04458766

Hi,

We have administered 4 tests. The tests were administered from memory. Our enrollment protocol was answering a positive (i.e., consistent with lower adherence) to at least one question. and then I had planned on entering and scoring the tests on the widgets. I will need to confirm the date of the first enrollee and have the details in my office, but am not there today. The last MMAS will be administered within the next 2 years once we have completed enrollment.

If any of this is serious breach of contract and you feel it necessary to end our agreement, we would understand. We certainly did not mean to do anything incorrectly and it was always our intention to follow our contract entirely. It would be a tremendous loss to our study, but we want to respect our agreement and your organization. Although the citation was included in our references, we have now added you as a "Collaborator" because this appears to be best place to signal your role. If there is a preferred place, please let me know and I can change it.

Thank you. Again, our sincerest apologies if this was done incorrectly.

- Jake

Jacob Hartz, MD, MPH

Director of Preventive Cardiology

Department of Cardiology

Boston Children's Hospital

On Jul 5, 2022, at 4:47 PM, Steve trubow <trubow1@gmail.com> wrote:

Dr Hartz,

Thank you for the prompt response.

We can discuss the use of MMAS-8 paper tests in cases when the internet is not available.

However, before we begin the discussion, please answer the questions below.

How many MMAS-8 tests have been administered to date ?

How were the MMAS-8 tests administered scored and coded ?

When were the MMAS-8 tests first administered ?

When will the last MMAS-8 test be administered?

Best

Steve in Tokyo

Steven Trubow

MMAS Research LLC USA

Petaluma California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

www.medicationsafety.healthcare

<https://eu.medicationsafety.healthcare/>

From: Jacob Hartz <jacob.hartz@icloud.com>

Sent: Tuesday, July 5, 2022 10:01 AM

To: Steve trubow <trubow1@gmail.com>

Cc: Hannah Palfrey <Hannah.Palfrey@cardio.chboston.org>; thad@scrogginsesq.com; Peter Hoeller <peter.hoeller@bjfip.com>

Subject: Re: NCT04458766

We plan on administering the questions through the widget. We were planning on having a copy of the questions in case we do not have immediate access to the widget (our wifi and cell service in clinic can be spotty). All questions would then be entered using the widget.

Would that be okay.

Jacob Hartz, MD, MPH
Department of Cardiology
Boston Children's Hospital
jacob.hartz@cardio.chboston.org

On Jul 5, 2022, at 12:11 AM, Steve trubow <trubow1@gmail.com> wrote:

Dr Hartz,

Sorry for the inconvenience, one more question.

How will the MMAS-8 tests be administered ?

Please remember if you administer MMAS-8 tests outside of the Morisky Widget, it requires Licensur approval, to use MMAS paper or electronic questionnaires.

Best

Steve in Tokyo

Steven Trubow

MMAS Research LLC USA

Petaluma California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

www.medicationsafety.healthcare

<https://eu.medicationsafety.healthcare/>

From: Steve trubow <trubow1@gmail.com>

Sent: Monday, July 4, 2022 8:58 PM

To: jacob.hartz@icloud.com; Hannah.Palfrey@cardio.chboston.org

Cc: thad@scrogginsesq.com; 'Peter Hoeller' <peter.hoeller@bjfip.com>; 'Steve trubow' <trubow1@gmail.com>

Subject: FW: NCT04458766

Hi Dr. Hartz,

Thank you for your prompt response.

**Please update the clinical trials website with the required reference to the Morisky Widget.
When it is updated, please send me a link.**

Thank you for your cooperation.

Best

Steve in Tokyo

Steven Trubow

MMAS Research LLC USA

Petaluma California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

www.medicationsafety.healthcare

<https://eu.medicationsafety.healthcare/>

From: Jacob Hartz jacob.hartz@icloud.com

Sent: Monday, July 4, 2022 7:34 PM

To: Steve trubow trubow1@gmail.com

Cc: thad@scrogginsesq.com; peter.hoeller@bjfip.com; Hannah Palfrey Hannah.Palfrey@cardio.chboston.org

Subject: Re: NCT04458766

Hi,

Hannah and I are the only ones who are administering MMAS. No one at Wellth will be administering this test. Wellth uses a different mechanism to measure adherence through a photograph and will not take part in MMAS or have results of the MMAS.

I will include the listing.

Thank you.

From: Steve trubow <trubow1@gmail.com>

Sent: Sunday, July 3, 2022 5:17 PM

To: 'jacob.hartz@icloud.com' <jacob.hartz@icloud.com>

Cc: 'thad@scrogginsesq.com' <thad@scrogginsesq.com>; 'peter.hoeller@bjfip.com' <peter.hoeller@bjfip.com>; 'Steve trubow' <trubow1@gmail.com>

Subject: NCT04458766

<image001.png>

Dear Dr Hartz,

I hope this email finds you well.

MMAS Research is very concerned about the unauthorized use of the Wellth App in “The Use of Mobile Health Technology and Behavioral Economics to Encourage Adherence in Adolescents NCT04458766 study.” On the clinical trial website for NCT04458766 , you reported that “Lastly, the investigators will test the subject's adherence (using the Morisky Medication Adherence Scale and Wellth App) during the 60 days following discontinuation of the incentives to determine if any effect of the incentive persists after the incentive is discontinued.

In the BCH Morisky Widget license, you agreed that only BCH employees trained and certified by the Licensors may use the Morisky Widget MMAS. BCH can use the Morisky Widget, Morisky Kiosk Apple I Phone

APP, and the Morisky API to administer Morisky Widget MMAS tests. With Licensors approval, BCH can use MMAS paper or electronic questionnaires, but all scoring and coding must be done in the Morisky Widget.

As I recall the only persons trained and certified to use the Morisky Widget MMAS were you and your associate. I have no recollection of training, certifying or authorizing the use of the MMAS-8 by Wellth.

In addition Appendix 1 of your attached license requires that the footnote below is required in all web postings,

A Morisky Widget license agreement is available from MMAS

Research LLC 14725 NE 20th St., Bellevue Washington or strubow@morisky.org

Can you please provide an explanation ?

Thank you in advance for your prompt response.

Best

Steve

Steven Trubow

MMAS Research LLC USA

Petaluma California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

www.medicationsafety.healthcare

<https://eu.medicationsafety.healthcare/>

From: trubow1@gmail.com <trubow1@gmail.com>
Sent: Wednesday, October 23, 2019 9:13 AM
To: 'Jacob Hartz' <jacob.hartz@icloud.com>
Cc: trubow1@gmail.com; 'KENNETH I GROSS' <kgross@kigrosslaw.com>
Subject: invoice for BCH license and training

Dr. Hartz,

Please find attached an invoice, 2019 w-9 and wire instructions.

I also attached a slide deck for the training.

Looking forward to meeting you and your colleagues in Boston.

Please let me know if you have any questions.

Steven Trubow

MMAS Research LLC USA

Coronado California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

SEE the new I-Phone Morisky Kiosk in the APP Store

EXHIBIT 30

From: Jacob Hartz <jacob.hartz@icloud.com>
Sent: Tuesday, July 5, 2022 10:01 AM
To: Steve trubow <trubow1@gmail.com>
Cc: Hannah Palfrey <Hannah.Palfrey@cardio.chboston.org>;
thad@scrogginsesq.com; Peter Hoeller
<peter.hoeller@bjfip.com>
Subject: Re: NCT04458766

We plan on administering the questions through the widget.

We were planning on having a copy of the questions in case we do not have immediate access to the widget (our wifi and cell service in clinic can be spotty). All questions would then be entered using the widget.

Would that be okay.

Jacob Hartz, MD, MPH
Department of Cardiology
Boston Children's Hospital
jacob.hartz@cardio.chboston.org

On Jul 5, 2022, at 12:11 AM, Steve trubow
<trubow1@gmail.com> wrote:

Dr Hartz,

Sorry for the inconvenience, one more question.

How will the MMAS-8 tests be administered ?

Please remember if you administer MMAS-8 tests outside of the Morisky Widget, it requires Licensor approval, to use MMAS paper or electronic questionnaires.

Best
Steve in Tokyo
Steven Trubow
MMAS Research LLC USA
Petaluma California
MMAS Research France SAS
Paris France
MMAS Research Italy SRL
Vicenza Italy
(+1)360-824-0701
www.morisky.org
www.medicationsafety.healthcare
<http://eu.medicationsafety.healthcare/>

From: Steve trubow <trubow1@gmail.com>

EXHIBIT 31

The choice to measure adherence with two methods is because we only want to include patients who have poor adherence in the study. As self-reported adherence may be inaccurate, we will use the validated Morisky Medication Adherence Scale (MMAS) to assess baseline adherence. However, during the study period, adherence will be measured much more accurately through the use of the Wellth App. As the score of the MMAS cannot be converted to the proportion of prescribed pills taken, we will simply measure changes in MMAS score throughout the study as well as measure changes in the proportion of prescribed days taken. We provide power calculations for both scenarios below.

riteria: Inclusion Criteria:

1. Diagnosis of FH based on National Lipid Association (NLA) criteria and/or genetic testing
2. Prescribed a statin
3. Be able to provide written, informed consent or have a parent/guardian provide written, informed consent
4. Be able to use a mobile phone and application
5. Morisky Medication Adherence Scale score of ≤ 6

APPROACH Determine the efficacy of a monetary incentive to improve medication adherence.

Aim 1.1 The investigators will determine the baseline adherence level in adolescents with FH prescribed a statin using the Morisky Medication Adherence Scale (MMAS).

Aim 1.2 The investigators will determine the efficacy of a monetary incentive on medication adherence. Patients who are found to have low adherence according to the MMAS in Aim 1.1 will be enrolled into an intervention using the Wellth® mobile health application (Wellth App).

Aim 1.3 Next, the investigators will determine adherence 60 days after the incentives have been discontinued using the tracking features in the Wellth App and the MMAS.

1. Intervention (Days 15-74): Subjects will use Wellth app for 60 days, with incentives provided at the 30- and 60-day mark. At the end of the intervention period (Day 60), the subject will attend a clinic visit with the medical provider and a fasting lipid panel and MMAS will also be collected at this time.
2. Post-intervention (Days 74-134): Subjects will continue to use the Wellth app and receive reminders, but with no incentives provided, for 60 days. A clinic visit, fasting lipid profile, and MMAS will also be collected following the post-intervention period.

EXHIBIT 33

From: "Hartz, Jacob" <Jacob.Hartz@cardio.chboston.org>

Date: July 6, 2022 at 2:22:50 PM PDT

To: Steve trubow <trubow1@gmail.com>

Cc: "Palfrey, Hannah" <Hannah.Palfrey@cardio.chboston.org>, thad@scrogginsesq.com, Peter Hoeller <peter.hoeller@bjfip.com>

Subject: Re: NCT04458766

Hi,

We have administered 4 tests. The tests were administered from memory. Our enrollment protocol was answering a positive (i.e., consistent with lower adherence) to at least one question. and then I had planned on entering and scoring the tests on the widgets. I will need to confirm the date of the first enrollee and have the details in my office, but am not there today. The last MMAS will be administered within the next 2 years once we have completed enrollment.

If any of this is serious breach of contract and you feel it necessary to end our agreement, we would understand. We certainly did not mean to do anything incorrectly and it was always our intention to follow our contract entirely. It would be a tremendous loss to our study, but we want to respect our agreement and your organization. Although the citation was included in our references, we have now added you as a "Collaborator" because this appears to be best place to signal your role. If there is a preferred place, please let me know and I can change it.

Thank you. Again, our sincerest apologies if this was done incorrectly.

- Jake

Jacob Hartz, MD, MPH

Director of Preventive Cardiology

Department of Cardiology

Boston Children's Hospital

On Jul 5, 2022, at 4:47 PM, Steve trubow <trubow1@gmail.com> wrote:

Dr Hartz,

Thank you for the prompt response.

We can discuss the use of MMAS-8 paper tests in cases when the internet is not available.

However, before we begin the discussion, please answer the questions below.

How many MMAS-8 tests have been administered to date ?

How were the MMAS-8 tests administered scored and coded ?

When were the MMAS-8 tests first administered ?

When will the last MMAS-8 test be administered?

Best

Steve in Tokyo

Steven Trubow

MMAS Research LLC USA

Petaluma California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

www.medicationsafety.healthcare

<https://eu.medicationsafety.healthcare/>

From: Jacob Hartz <jacob.hartz@icloud.com>

Sent: Tuesday, July 5, 2022 10:01 AM

To: Steve trubow <trubow1@gmail.com>

Cc: Hannah Palfrey <Hannah.Palfrey@cardio.chboston.org>; thad@scrogginsesq.com; Peter Hoeller <peter.hoeller@bjfip.com>

Subject: Re: NCT04458766

We plan on administering the questions through the widget. We were planning on having a copy of the questions in case we do not have immediate access to the widget (our wifi and cell service in clinic can be spotty). All questions would then be entered using the widget.

Would that be okay.

Jacob Hartz, MD, MPH
Department of Cardiology
Boston Children's Hospital
jacob.hartz@cardio.chboston.org

On Jul 5, 2022, at 12:11 AM, Steve trubow <trubow1@gmail.com> wrote:

Dr Hartz,

Sorry for the inconvenience, one more question.

How will the MMAS-8 tests be administered ?

Please remember if you administer MMAS-8 tests outside of the Morisky Widget, it requires Licensur approval, to use MMAS paper or electronic questionnaires.

Best

Steve in Tokyo

Steven Trubow

MMAS Research LLC USA

Petaluma California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

www.medicationsafety.healthcare

<https://eu.medicationsafety.healthcare/>

From: Steve trubow <trubow1@gmail.com>

Sent: Monday, July 4, 2022 8:58 PM

To: jacob.hartz@icloud.com; Hannah.Palfrey@cardio.chboston.org

Cc: thad@scrogginsesq.com; 'Peter Hoeller' <peter.hoeller@bjfip.com>; 'Steve trubow' <trubow1@gmail.com>

Subject: FW: NCT04458766

Hi Dr. Hartz,

Thank you for your prompt response.

**Please update the clinical trials website with the required reference to the Morisky Widget.
When it is updated, please send me a link.**

Thank you for your cooperation.

Best

Steve in Tokyo

Steven Trubow

MMAS Research LLC USA

Petaluma California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

www.medicationsafety.healthcare

<https://eu.medicationsafety.healthcare/>

From: Jacob Hartz jacob.hartz@icloud.com

Sent: Monday, July 4, 2022 7:34 PM

To: Steve trubow trubow1@gmail.com

Cc: thad@scrogginsesq.com; peter.hoeller@bjfip.com; Hannah Palfrey Hannah.Palfrey@cardio.chboston.org

Subject: Re: NCT04458766

Hi,

Hannah and I are the only ones who are administering MMAS. No one at Wellth will be administering this test. Wellth uses a different mechanism to measure adherence through a photograph and will not take part in MMAS or have results of the MMAS.

I will include the listing.

Thank you.

From: Steve trubow <trubow1@gmail.com>

Sent: Sunday, July 3, 2022 5:17 PM

To: 'jacob.hartz@icloud.com' <jacob.hartz@icloud.com>

Cc: 'thad@scrogginsesq.com' <thad@scrogginsesq.com>; 'peter.hoeller@bjfip.com' <peter.hoeller@bjfip.com>; 'Steve trubow' <trubow1@gmail.com>

Subject: NCT04458766

<image001.png>

Dear Dr Hartz,

I hope this email finds you well.

MMAS Research is very concerned about the unauthorized use of the Wellth App in “The Use of Mobile Health Technology and Behavioral Economics to Encourage Adherence in Adolescents NCT04458766 study.” On the clinical trial website for NCT04458766 , you reported that “Lastly, the investigators will test the subject's adherence (using the Morisky Medication Adherence Scale and Wellth App) during the 60 days following discontinuation of the incentives to determine if any effect of the incentive persists after the incentive is discontinued.

In the BCH Morisky Widget license, you agreed that only BCH employees trained and certified by the Licensors may use the Morisky Widget MMAS. BCH can use the Morisky Widget, Morisky Kiosk Apple I Phone

APP, and the Morisky API to administer Morisky Widget MMAS tests. With Licensors approval, BCH can use MMAS paper or electronic questionnaires, but all scoring and coding must be done in the Morisky Widget.

As I recall the only persons trained and certified to use the Morisky Widget MMAS were you and your associate. I have no recollection of training, certifying or authorizing the use of the MMAS-8 by Wellth.

In addition Appendix 1 of your attached license requires that the footnote below is required in all web postings,

A Morisky Widget license agreement is available from MMAS

Research LLC 14725 NE 20th St., Bellevue Washington or strubow@morisky.org

Can you please provide an explanation ?

Thank you in advance for your prompt response.

Best

Steve

Steven Trubow

MMAS Research LLC USA

Petaluma California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

www.medicationsafety.healthcare

<https://eu.medicationsafety.healthcare/>

From: trubow1@gmail.com <trubow1@gmail.com>
Sent: Wednesday, October 23, 2019 9:13 AM
To: 'Jacob Hartz' <jacob.hartz@icloud.com>
Cc: trubow1@gmail.com; 'KENNETH I GROSS' <kgross@kigrosslaw.com>
Subject: invoice for BCH license and training

Dr. Hartz,

Please find attached an invoice, 2019 w-9 and wire instructions.

I also attached a slide deck for the training.

Looking forward to meeting you and your colleagues in Boston.

Please let me know if you have any questions.

Steven Trubow

MMAS Research LLC USA

Coronado California

MMAS Research France SAS

Paris France

MMAS Research Italy SRL

Vicenza Italy

(+1)360-824-0701

www.morisky.org

SEE the new I-Phone Morisky Kiosk in the APP Store

EXHIBIT ☐ 4

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

MAR 13 2024

FOR THE NINTH CIRCUIT

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

MMAS RESEARCH, LLC, a Washington
Limited Liability Company,

Plaintiff-Appellant,

v.

THE CHARITE; ANIKA STEINER;
ELISABETH THEISSEN, Dr.;
SMARTPATIENT GMBH, a German
corporation; MY THERAPY; DOES, 1-50,
inclusive,

Defendants-Appellees.

No. 23-55202

D.C. No.
2:21-cv-01406-MWF-JPR

MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Michael W. Fitzgerald, District Judge, Presiding

Argued and Submitted February 13, 2024
Pasadena, California

Before: W. FLETCHER, NGUYEN, and LEE, Circuit Judges.

This case involves a copyright dispute between MMAS Research, a medical software company, and The Charité, a German hospital. MMAS alleges that Charité infringed its copyright to the Morisky Widget, a medical software program, by using

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

the Morisky Widget in unauthorized medical studies. The district court dismissed the suit under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6), finding that MMAS lacked standing to pursue a copyright claim because it did not own the Morisky Widget and that MMAS failed to allege a copyright violation.

MMAS raises three arguments on appeal. First, MMAS argues that the district court erred in concluding it lacked standing to sue. Second, MMAS argues that the district court erred in analyzing its copyright claim under the Copyright Act rather than the Digital Millenium Copyright Act (DMCA). Third, MMAS argues that the district court erred in dismissing its state law claims because there was diversity jurisdiction over those claims.¹ We have jurisdiction under 28 U.S.C. § 1291 and affirm.

1. The district court erred in concluding that MMAS lacked standing to sue for copyright infringement. The district court found that a 2020 preliminary settlement agreement from a separate lawsuit between MMAS and Dr. Donald Morisky transferred the Morisky Widget from MMAS to Dr. Morisky. But that agreement—which simply outlined terms MMAS and Dr. Morisky “desire[d] to

¹ MMAS also argues that the district court should have considered Charité’s unclean hands before dismissing MMAS’s claims. Because unclean hands are a defense against a party seeking equitable relief, not a reason to find that a complaint plausibly alleged a claim, this argument is meritless. *See Ellenburg v. Brockway, Inc.*, 763 F.2d 1091, 1097 (9th Cir. 1985), *abrogated on other grounds by Watkins v. Westinghouse Hanford Co.*, 12 F.3d 1517, 1527 (9th Cir. 1993).

consent and agree to” sometime in the future—was never finalized. MMAS thus never transferred its copyright and remains the registered owner of the Morisky Widget. Similarly, because the agreement was a private contract between Dr. Morisky and MMAS, and because it was never finalized, it was not an abandonment of MMAS’s right to sue Charité for copyright infringement. *See Hampton v. Paramount Pictures Corp.*, 279 F.2d 100, 104 (9th Cir. 1960) (finding abandonment where copyright owner’s actions demonstrated the intent to “surrender the[ir] rights and allow the public to copy”).

2. The district court did not err in analyzing MMAS’s copyright claim under the Copyright Act rather than the DMCA. The district court analyzed MMAS’s claim under the Copyright Act, concluding that MMAS failed to state a claim because it had not alleged any domestic acts of infringement. On appeal, MMAS does not contend that Charité infringed its copyright under the Copyright Act or argue that the district court erred in concluding that MMAS failed to allege a Copyright Act violation. Instead, MMAS argues that the district court should have analyzed its claims under the DMCA. Although MMAS referenced the DMCA in the caption of its operative pleading, MMAS did not allege facts that prove a DMCA violation, make a DMCA argument to the district court, or otherwise alert the district court that it was pursuing a claim under the DMCA. For example, although MMAS contends on appeal that Charité violated the DMCA’s “prohibition on the removal

or alteration of copyright management information,” MMAS never mentioned copyright management information in its operative pleading or district court briefing. MMAS instead presented its claims as if they were traditional copyright infringement claims. The district court thus did not err in analyzing MMAS’s complaint under the Copyright Act rather than the DMCA.

3. The district court did not err in dismissing the state law claims. MMAS argues that the district court erred in dismissing its state law claims because there was diversity jurisdiction over those claims. MMAS did not allege the citizenship of the parties other than smartpatient GmbH in its operative complaint, and its allegation that “there is a complete diversity of citizenship” is insufficient to invoke the court’s jurisdiction. *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857–58 (9th Cir. 2001). Although “[d]effective allegations of jurisdiction may be amended,” *id.* at 858 (quoting 28 U.S.C. § 1653), the district court previously put MMAS on notice that its jurisdictional allegations were defective, and MMAS did nothing to correct them. The district court thus did not err in dismissing those claims.

AFFIRMED.

EXHIBIT 35

From: DONALD MORISKY <dmorisky@ucla.edu>

Date: March 22, 2017 at 1:37:09 PM PDT

To: VP NG <yenpingng@hotmail.com>

Cc: olympic labs <trubow1@gmail.com>

Subject: Re: Permission to use 8 items Morisky's scale for research and publication purpose

Thank you very much, Ms. NG Yen Peng, regarding your interest in obtaining a license to use the MMAS-8 diagnostic adherence instrument. All uses of MMAS diagnostic adherence assessment instruments must obtain a license prior to use of my copyrighted and trademarked scale.

First, no person but the developer/owner can give you permission to use my copyrighted intellectual property. This includes ALL translations that have been conducted in over 80 languages throughout the world. Any use of the MMAS diagnostic adherence measures requires a license. So please do not use my scale without permission as there are severe penalties for violation of international laws.

Beginning January 2017, all data collection of the MMAS adherence scales must use the Morisky Widget, which is a digital data entry process using any digital electronic device. My Chief Investigator, Mr. Steve Trubow who works with Olympic Labs, will be in touch with you regarding how this revolutionary paradigm shift is used not only for measuring the level of non-adherence, but also provides a diagnostic assessment as to why the patient is non-adherent and provides a tailored educational counseling session to address these reasons.

All MMAS-8 and MMAS-4 licenses are administered through the Morisky Widget pictured above.

The Morisky Widget provides anywhere, anytime, patient-centered, medication adherence diagnostic assessments using the validated ♦ Morisky Medication Adherence Scale ♦. (MMAS-8 & MMAS-4). The Morisky Widget automatically administers (to any internet connected device) MMAS-tests in over 80 languages with zero clinician and minimum patient burden. The Morisky Widget automatically scores, and reports adherence levels & the risk of intentional/unintentional non-adherence into a database and electronic medical records (EMR) where they are correlated with primary markers of adherence, timely physiological measures and with the prescribed medication for medication reconciliation. Another HUGE ADVANTAGE of the Morisky Widget is the option to select from 110 MMAS-8 condition specific tests with MAPI validated translations which offer a sensitivity of 93% as compared to the generic MMAS-8 at 83% sensitivity (including condition-specific MMAS tests for all chronic and long-term infectious diseases).

All MMAS-8 users are required to obtain a signed MMAS-8 license.

Thank you again for your interest in using my validated diagnostic adherence tool.

Sincerely,

Dmorisky

Donald E. Morisky, Sc.D., M.S.P.H., Sc.M.
Professor and Former Chair
Distinguished Chair Professor at Kaohsiung University, Taiwan
Department of Community Health Sciences
UCLA Fielding School of Public Health
650 Charles E. Young Drive South
Room 46-071 CHS
Los Angeles, CA 90095-1772

email: dmorisky@ucla.edu

Phone: [\(310\) 825-8508](tel:(310)825-8508)

Fax: [\(310\) 794-1805](tel:(310)794-1805)

On Tue, Mar 21, 2017 at 10:02 PM, YP NG <yenpingng@hotmail.com> wrote:

Dear Prof. Morisky,

Hi! I am writing to get your permission to use the 8-item Morisky's score to carry out research and later for publication of research finding.

Our research involving using the 8-item scale to assess the level of compliance for patients who we assigned them into 3 different arms (based on time of administration), we would like to find out if the time of administration significantly affect the level of compliance for those who receive chronic treatment, especially in Asian population.

We shall be grateful to receive a reply from you regarding the term and condition in using the mentioned scale.

Thank you in advance and have a pleasant day!

Regards,

Ng Yen Ping

B. Pharm, M.Sc (Clin. Pharm), BCPS, BCACP

PhD Candidate

Unit Head

Clinical Pharmacy Unit

Faculty of Pharmacy

AIMST University

Malaysia.